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LONDON, AUGUST 15, 1891.

CURRENT TOPICS.

THE LIST from which cases are, as we stated last week, to be transferred to Mr. Justice ROMER, will be closed on Monday next, the 17th inst.

THE SITTINGS in court of the Vacation judge, which commence on Wednesday next, will be held in Probate Court No. 1. So far as can be judged at present the list of applications for the first day of the sittings will not be a heavy one.

THE QUESTION has often been asked whether it is right for a solicitor to take declarations in connection with conveyancing matters arising in his own office. We understand that both the Lord Chancellor and the Incorporated Law Society are of opinion that, under the Rules of the Supreme Court and the Commissioners for Oaths Act, 1889, commissioners should not take declarations in non-contentious matters arising in their own offices.

THE COUNCIL of the Incorporated Law Society have granted the use of a large portion of their building from the 1st to the 10th of September for the purpose of the ninth International Congress of Orientalists, when upwards of 120 papers will be read connected with Oriental languages, religions, literatures, arts, and folk-lore. The following legal papers will be read—viz., Muhammadan Law in Algeria and Tunisia, by Mr. C. H. E. CARMICHAEL; Law and Administration in French Colonies and Protectorates in the Far East, by the same gentleman; and the New Japanese Legislature from an Ethnographical Point of View, by Mr. M. C. A. PRET.

MAY WE VENTURE, with the utmost deference, to inquire by what authority learned judges absent themselves from duty before the commencement of the Long Vacation? Three members of the Court of Appeal sat on Monday last, and then rose for the vacation. Lord Justice FRY sat as a judge of the High Court on Monday and Tuesday, but the remaining two judges of the Court of Appeal have been absent during the present month, one of them, no doubt, owing to domestic affliction. Of the learned judges of the Chancery Division Mr. Justice STIRLING and Mr. Justice ROMER were in attendance up to and on Wednesday, and the others (with the exception of Mr. Justice NORTH, disabled by illness) sat up to and on Tuesday. With regard to these learned judges, it should be said that there is no doubt a difficulty in commencing on the last day of

the sittings the hearing of matters which may not be concluded on that day. The judges of the Probate Division sat up to and on Wednesday. But what are we to say to the judges of the Queen's Bench Division? Mr. Justice DENMAN, Mr. Justice CHARLES, and Mr. Justice VAUGHAN WILLIAMS have been at their posts in the Royal Courts during the present week up to the very end of the sittings, and Mr. Justice WILLS appeared on Wednesday; but where were the others whose circuits had closed? The Lord Chief Justice, Mr. Justice MATHEW, Mr. Justice HAWKINS, and Mr. Justice CAVE, at all events, would seem to have been available, for they, together with Lord ESHER and Lord Justice BOWEN, are reported to have met at a certain reception in London on Tuesday to consider the marriage of Mr. Justice WRIGHT, and presumably pass congratulatory Rules of the Supreme Court with regard thereto.

WE UNDERSTAND that Mr. JOSEPH ADDISON, a member of the Council of the Incorporated Law Society, intends, at the annual provincial meeting at Plymouth, to read a paper on the lectures and law classes of the society. At the annual general meeting held in July last a hint was thrown out whether it would not be expedient to abolish the lectures and classes altogether. A paragraph on the subject is contained in the last annual report, from which it appears that only forty articulated clerks attended the lectures, and only twenty attended the classes. We do not know what remedy Mr. ADDISON proposes for this very unsatisfactory state of things, but his name is a guarantee that it will be well considered and practical. The large sum of money which is spent every year on these lectures and classes is practically thrown away. We would suggest for consideration by the meeting at Plymouth whether it would not be better to abolish the lectures and classes altogether, and devote the money spent upon them to the establishment of prizes, which would furnish an inducement to articulated clerks to devote themselves to a diligent study of the laws they are to help in administering. The prizes at present offered are very small, and are not sufficient to induce students to work as hard as they might if the rewards were greater. It may be said that articulated clerks ought to require no inducements to make them work hard. This as a moral maxim is no doubt true, but it is nevertheless a fact that, not only students of law, but students of all classes, require prizes to make them apply themselves diligently to their studies. The adoption of our suggestion would apply to the country as well as to London, and would obviate the necessity of establishing lectures and classes in the provinces, where they must almost of necessity be even less successful. Country students would then be on equal terms with those in London, and would have the same chance of reaping the reward for assiduous study.

THE EIGHTH annual report of the Board of Trade upon the working of the Bankruptcy Act, just issued, is not very encouraging to the authors of that Act, who predicted that it would be made to pay for itself without pressing unduly upon estates in the shape of fees. From the first it was clear that, although the fees were for the most part prescribed on a considerably higher scale than the corresponding fees under the previous Act, yet they were insufficient to meet the heavy expenses attaching to the officialdom set up by the Act. To preserve a semblance of their doing so, in each annual report of the Board of Trade the dividends or interest in respect of funds belonging to the Bankruptcy Estates Account is included in the receipts; but although this at first sufficed to bring up the total receipts to more than the expenditure, now, even with the inclusion of this item for last year, there is a deficiency of no less than £37,520, the total receipts being given as £129,671, whilst the expenditure amounted to £167,191! This fact, no doubt, explains the periodical activity of the Board of Trade and the Treasury to authorize the levying of new fees or the increase of old ones, the latest device in this direction being the additional fee of 2s. 6d. per cent. upon the assets of the estate required to be paid by a trustee on applying for his release. But what is to be said of the Inspector-General and his coadjutors in the working of the Act about carrying on business at a loss? Of course the nation will bear the burden; but if we

were to apply to them the principles of the stringent provisions of the Act with regard to ordinary traders, would they not be liable to just as much censure as the poor trader who struggles on in the face of adverse balance-sheets in the ardent but vain hope of better times coming round?

PROBABLY THE most interesting portion of the contribution of the Inspector-General in Bankruptcy to the Report of the Board of Trade upon the working of the Bankruptcy Act is that in which he discusses the assertion that, notwithstanding the Deeds of Arrangement Act and all the other devices of officialdom to sweep every insolvent estate into its net, there are a large number of cases arranged privately without even the registration of a deed. To the mind of the Inspector-General this seems an impossibility, because "every deed of arrangement between a debtor and his creditors outside the Bankruptcy Act is absolutely null and void unless registered under the Deeds of Arrangement Act, 1887." And the Inspector-General—being so far human that he views the fact in the light most agreeable to himself—considers the decrease in the number of published cases of insolvency (from 8,321 in 1888 to 7,108 in 1890) as a tribute to the wonderful efficiency of the Acts in question as administered by himself and coadjutors, in checking fraud and recklessness of trade throughout the country. But if the Inspector-General would take the trouble to inquire in quarters where reliable information could be given him, he would discover that there are very good grounds indeed for the assertion that what practically amount to composition arrangements are constantly being carried out between debtors and their creditors without any deed at all, and, as practitioners gain experience in the modes of carrying out those arrangements, they become more and more frequent. In our opinion it is this fact, more than anything else, which accounts for the falling off of the number of published insolvencies, notwithstanding the incredulity with which the Inspector-General treats the assertion.

THE COUNCIL of the Incorporated Law Society have expressed the opinion that the conducting and negotiating scales apply to all descriptions of property, including stocks, moneys, and personal property, but that the scales for deducing title and completing conveyance and investigating title, and preparing and completing conveyance, apply only to freehold, copyhold, or leasehold property. This construction seems reasonable, because in the Remuneration Order a certain percentage is allowed to the vendor's solicitor for negotiating a sale of "property" by private contract, and another scale for conducting a sale of "property" by public auction, whereas the deducing and investigating scales are expressly made to apply to "freehold, copyhold, or leasehold property." In a recent case a firm of solicitors were instructed to sell two valuable pictures, one by GAINSBOROUGH and the other by SIR JOSHUA REYNOLDS, which had been made heirlooms. The solicitors found a purchaser and negotiated and carried through a sale of the pictures by private contract for £10,000, and no commission was paid by the client to an auctioneer, estate, or other agent. The solicitors sent in their bill, charging the scale fee of £65 for negotiating the sale. On the taxation of the bill the taxing master disallowed this sum, on the ground that the transaction was not a matter of conveyancing, to which the scale applies, and that, therefore, the charges ought to be made out according to the old system as altered by schedule 2. The matter subsequently came before Mr. Justice CHARLES in chambers, on an application for an order directing the taxing master to review his taxation, which was refused, on the ground that the sale of pictures was not a conveyancing matter in respect of which the negotiation fee could be claimed. With great deference to the learned judge, we fail to see the justice or common sense of this decision. If the pictures had been sold privately through the intervention of an agent, or by public auction, a much larger fee than that claimed by the solicitor would have had to be paid, and why a solicitor who succeeded in selling the pictures should not have his commission we fail to see. The order says that the negotiating scale is to apply to the sale of "property," and there is no definition in this connection confining the scale to any

particular kind of property; but when we come to deducing and investigating title to property the particular kinds of property to which these scales are to apply are clearly defined. We hope the Incorporated Law Society will take steps to support an appeal from this decision, in order to have the point definitely settled, as many solicitors have charged the negotiating fee under somewhat similar circumstances.

IT COMES SOMEWHAT as a surprise to find that a solicitor who was appointed a commissioner for oaths under the system in force before the Judicature Acts can continue to act as a commissioner after he has been struck off the rolls. Under the present system the appointment, of course, is in terms confined to the time during which the commissioner continues to practise as a solicitor. But in commissions issued under 22 Vict. c. 16 there was no such restriction, and the commission lasted until the court by which it was issued thought fit to revoke it. Section 1 of that Act, indeed, only empowered the judges of the common law courts to appoint as commissioners persons who were attorneys of such courts and were practising within ten miles of Serjeants'-inn Hall, but it does not follow—so STIRLING, J., has held—that the appointment was only to continue during the time they were so practising. In the case in question the commission was granted by the Court of Exchequer, and the solicitor, who was struck off the rolls in 1883, has continued up to the present time to act as a commissioner. Of course, the only question now is how the appointment is to be terminated. STIRLING, J., is reported to have said that the power to do this is vested in the Lord Chancellor under an Act of 1889. Apparently he was referring to the Commissioners for Oaths Act of that year. Section 1 empowers the Lord Chancellor to appoint commissioners and also to revoke any such appointment, but this enactment does not, so far at least, apply. It may be doubted, too, whether the necessary power is given by section 13, which provides that all existing commissioners are to be deemed to be commissioners for oaths within the meaning of the Act. This does not make their appointments “such appointments,” and so revocable under section 1. Failing, however, the power of the Lord Chancellor, it would seem that the power of revocation existing in the Court of Exchequer was transferred to the High Court by section 16 of the Judicature Act, 1873, and is now exercisable by any two judges of it.

THE DECISION of COLLINS, J., in *Crane (otherwise Cooper) v. Crane* adds another to the series of precedents, by no means a long one, on the effect of duress in annulling a marriage. The principle upon which the court acts was laid down recently by BUTT, J., in *Scott v. Sebright* (35 W. R. 258, 12 P. D. 21), and he there pointed out that the validity of a marriage contract was to be determined in precisely the same manner as that of any other contract, and might be annulled on the ground of duress. It seems to have been at one time thought (see Bishop on Marriage and Divorce, l. s. 211) that the fear which will be sufficient for this purpose must be such as would happen to a man or woman of good courage and resolution, and must import either danger of death or bodily harm. In this latter respect the doctrine corresponds with the ancient strictness of the common law (Bac. Abr. *Duress* (A)), but there seems no reason to apply the rule without regard to the special mental condition of the person over whom the duress is exerted. And this view was taken by BUTT, J., in *Scott v. Sebright* (*supra*), where he declared the marriage void on the ground that the lady had been reduced by mental and bodily suffering to a state in which she was incapable of offering resistance to threats which in her normal condition she would have treated with contempt. In the present instance the lady, who was aged twenty-four, had declined the addresses of a youth of twenty, but she maintained her acquaintance with him and consented to accompany him to a service at St. Paul's. On the way he stopped their conveyance at a church in Fleet-street, where he had made arrangements for the marriage, and threatened to shoot himself if she did not comply with his wishes. She yielded and went through the ceremony, without apparent

perturbation. This latter circumstance was fatal to her. It shewed that she was not under the actual influence of terror, nor was there any reason to suppose that she was at the time in such a state of mental subjection as to be incapable of independent volition. Mr. Justice COLLINS, accordingly held that she had not brought her case within the authority of *Scott v. Sebright* (*supra*), and refused to decree the nullity of the marriage.

IT MAY BE noticed that the circumstances in *Harford v. Morris* (2 Hag. Cons. 423) were, in one respect, similar to those in the present instance. There Miss HARFORD was induced by MORRIS, one of her testamentary guardians, to go abroad with him, and he then threatened that he would kill himself if she went home again. Shortly afterwards, and while still abroad, they were married. Sir GEORGE HAY, in the Court of Arches, said that if she acted under terror at the time when the marriage was solemnized, this might be a ground to set it aside, but upon the facts he decided against this view, and held that she had entered into the contract voluntarily. The decision was reversed by the Court of Delegates (*ibid.*, p. 436), but the grounds of their judgment are not given. The case, therefore, is of little use as an authority, and what weight it might have is overbalanced by the decision of the House of Lords in *Field's Marriage Bill* (2 H. L. C. 47). There the lady consented to go through the marriage ceremony after a long course of persecution on the part of her future husband, including threats to injure her lover. After the case, which was undoubtedly a hard one, had been opened at great length by Sir F. KELLY, and evidence in support of it taken, the Earl of Devon intimated that no one would move the second reading of the Bill, and it was accordingly dropped. The facts, he said, were not sufficient to shew that the consent, apparently given on the day of the marriage, was so far influenced by fear, or the continuance of persecution, as to justify the Legislature in interfering to render void a contract which had been solemnized in the face of the church and was binding in law. This, accordingly, is a strong authority to shew that the duress must be so exerted as to render the woman at the time of the marriage incapable of resisting it, and, if she is in fact then capable of independent volition, she cannot excuse herself on the ground of any previous coercion.

THE RECENT case of *Smith v. Baker & Son*, which has already been noticed in these columns (*ante*, p. 659), affords an example of the judicial ability of our county court judges. This case, which, it will be remembered, involved questions of great importance and difficulty with regard to the application of the maxim *volenti non fit injuria* to actions brought under the Employers' Liability Act, 1880, was originally tried before the judge of the Halifax County Court (Judge SNAGGE) and a jury. His honour, on the conclusion of the plaintiff's case, was asked to direct a nonsuit, upon the authority of *Thomas v. Quartermaine* (35 W. R. 555, 18 Q. B. D. 685), but refused to do so, and, after the close of the defendants' case, left several carefully-framed questions to the jury, which were answered by them in a manner favourable to the plaintiff, for whom, accordingly, judgment was ultimately directed by the learned county court judge. An appeal to the High Court from this decision was dismissed, but the Court of Appeal, before whom the case subsequently came, reversed Judge SNAGGE's decision, which, however, has now been restored by the House of Lords (Lord BRAMWELL *diss.*). In the well-known case of *Stonor v. Fowle* (36 W. R. 742, 13 App. Cas. 20) the decision of another county court judge was also, it may be mentioned, ultimately restored by the House of Lords after it had been reversed both by the Queen's Bench Division and the Court of Appeal. Such results as these in difficult and important cases can hardly fail to inspire public confidence in the administration of justice by the county court judges. Moreover, they tend to support the view—now, we believe, very generally held—that section 45 of the Judicature Act, 1873, which makes the determination of a divisional court final in county court cases unless special leave to appeal be given, should be modified by giving an unfettered right of appeal to a higher tribunal in those cases, at all events, in which the deci-

sion of the county court is reversed by the High Court, though possibly not where such decision is affirmed. We are glad to notice that the Lord Chancellor's judgment in the case under discussion distinctly states that there is no power to review the decision of fact arrived at in the county court by any other tribunal than the county court itself. Having regard to some recent decisions of the High Court, delivered apparently in ignorance or forgetfulness of this rule of law, such an expression of opinion is most opportune, and cannot fail to make a due impression.

SALE OF PRINCIPAL MANSION HOUSE UNDER THE SETTLED LAND ACTS.

In *Re The Marquis of Ailesbury's Settled Estates* (reported elsewhere) Mr. Justice STIRLING has had to decide the most important case which has yet arisen on the exercise by the court of its discretion to sanction the sale of a principal mansion-house under the Settled Land Acts. By section 10 of the Settled Land Act, 1890, which replaces section 15 of the Act of 1882, it is provided that the principal mansion-house (if any) on any settled land, and the pleasure-grounds and park and lands (if any) usually occupied therewith, are not to be sold by the tenant for life without the consent of the trustees of the settlement or an order of the court, but no intimation is given of the principles on which the court is to act, except such as can be gathered from section 53 of the Act of 1882. According to this the tenant for life in exercising his power under the Acts is to have regard to the interests of all parties entitled under the settlement, and, in relation to the exercise of such power, is to be deemed to be in the position and to have the duties and liabilities of a trustee for those parties. It seems clear that the court, which simply exercises a control over the tenant for life, has to put itself in his place, and to consider whether he has acted in accordance with the spirit of the section. This leads, then, to the principle laid down by Lord ESHER, M.R., in *Re The Earl of Radnor's Will Trusts* (45 Ch. D., at p. 421), that the court will take all the circumstances of the family with due care into consideration, and will act as an honest and careful trustee would in agreeing to or overruling the discretion which has been first exercised by the tenant for life. But beyond this it is not easy to go, and the Master of the Rolls quoted with approval the protest made by CHITTY, J., in the same case against any attempt to subject the discretion of the court to the operation of fixed rules. "For myself," Mr. Justice CHITTY had said, "I say emphatically that this discretion ought not to be crystallized, as it would become in course of time by one judge attempting to prescribe definite rules with a view to bind other judges in the exercise of the discretion which the Legislature has committed to them. This discretion, like all other judicial discretions, ought, as far as practicable, to be left untrammelled and free, so as to be fairly exercised according to the exigencies of each particular case."

The estate comprised in the settlement in the present instance is the Savernake Estate, in the counties of Wiltshire and Berkshire. The mansion-house is Savernake Hall, and with it are enjoyed a park, pleasure-grounds, and lands, over 7,000 acres in extent, and including Savernake Forest. The income of the estate is derived from nearly a hundred farms, containing about 30,000 acres, and from a large number of cottages and houses. The gross annual rental is about £27,000, but this is reduced by charges in respect of rates, taxes, tithes, repairs, &c., to £11,600, and out of this four ladies take £8,500 in jointures. Moreover, there are two capital sums of £30,000 and £25,000 charged upon the estate, the interest of which amounts to £2,200, and there is thus left for the tenant for life the modest sum of £900, a sum which, as STIRLING, J., pointed out, may disappear at any moment in consequence of a reduction of rents. At first sight, the case seems to be eminently one for sale, and especially as the price which the tenant for life had obtained, £750,000, was shewn to be an exceptionally high one. But there were a number of other circumstances, more or less relevant, and upon a consideration of the whole of these the sanction of the court was refused.

Some of them concerned the past and present position of the tenant for life himself. Upon his coming of age in 1884 certain estates in Yorkshire were sold, and he received out of the proceeds £175,000. This sum has vanished, having gone to a large extent apparently in satisfaction of previous debts, and since then a further liability of over £200,000 has been incurred, which is charged on his life interest in the Savernake Estate. As to the £175,000, it may be noticed that a somewhat similar receipt of money was held to be a proper matter for consideration in *Re Beaumont's Settled Estates* (58 L. T. N. S. 916). There an application was made to the court to sanction the sale of heirlooms, and it appeared that under the will of a testator, by which the heirlooms were settled, the tenant for life had received £17,000 out of the residuary estate, and had lost it. He was, of course, as CHITTY, J., observed, entitled to spend that money in any way he thought fit, but still the fact that he had had it under the testator's will was one proper to be considered upon a question of selling chattels which the testator desired to have preserved. In the present instance it was alleged that, at the time of the sale of the Yorkshire estates, an agreement was entered into between the present Lord AILESBUURY and his grandfather, that the former would not attempt to sell the Savernake Estate. Such an agreement, of course, would be void under section 50 of the Act of 1882, which invalidates contracts by tenants for life not to exercise their powers under the Act, but the fact that Lord AILESBUURY had already received out of other estates formerly settled a sum sufficient to enable him to live suitably on the Savernake Estate was clearly entitled to be taken into consideration.

A good deal of stress was laid by STIRLING, J., on the fact that the earl had incumbered his life estate to such an extent that the proposed sale could do him no good. In other cases the fact of such incumbrances has been held not to be material. Thus, in *Re Beaumont's Settled Estates* (supra), CHITTY, J., said that he did not think it right to take into consideration any incumbrances which had been created by the tenant for life, and he repeated this opinion in *Re The Earl of Radnor's Will Trusts* (supra). But it seems very material, when the interests of the tenant for life are being balanced against those of the remaindermen, to take into account what the actual effect of the sale on his position will be. In *Re The Earl of Radnor's Will Trusts* (supra) Lord ESHER emphasized the fact that the tenant for life ought to be in a position to keep up the family property and to live in the family house, and pointed out that the court, on any question of sanctioning a sale of heirlooms, would take this first into consideration. Then would come the interests of those entitled in remainder. Upon this view the existence of the life tenant's incumbrances became in the present instance most material. Even the increased income to be obtained by the sale would all go in payment of his debts, and under no circumstances—so Mr. Justice STIRLING considered—would he himself be able to take his proper place as head of the family. Hence the court, acting as a trustee for him, had no inducement in his interest to sanction a sale. It was possible thus to pass at once to the interests of the remaindermen, and these were decisive against such a proceeding. Personally, the remaindermen were opposed to it, and their circumstances were such that there was a reasonable chance that, on coming into the enjoyment of the estate, they would bring from other sources the means of living upon it suitably.

In the present case no question arose as to the concurrence of the life tenant's incumbrancers in the sale. It is still apparently a doubtful point how far the sale by the tenant for life can be made subject to his incumbrances. According to the judgment of NORTH, J., in *Re Sebright's Settled Estates* (33 Ch. D. 429) the effect of section 20, sub-section (2) (ii.) is to prevent his conveyance from discharging the land from these, but it is doubtful whether this construction is correct, and the enactment is more reasonably understood as excluding from the conveyance only sums of money properly raised under the provisions of the settlement (Hood and Challis, *Settled Land Acts*, 219; *Clerke, Settled Land Acts*, 80). In any case, however, there is the provision of section 50 (3) of the Act of 1882 that, where the life tenant has assigned his interest, the assignee's rights are not to be affected without his consent, and hence the court will not sanction a sale, where such

sanction is necessary, unless the consent of the mortgagees of the tenant for life has been first obtained: *Re Sebright's Settled Estates* (*supra*). In the present case they cordially supported the proposed sale, and it seems, indeed, to have offered them the only prospect of payment.

The sale to which the court gave its sanction in *Re The Earl of Radnor's Will Trusts* (*supra*) was as ale of heirlooms, and, of course, in such a case the main question is whether the proceeds are necessary in order to enable the tenant for life to live in the family mansion in a manner suitable to his station. Similar considerations, as we have seen, arise upon a proposed sale of the mansion itself, though here, as a greater inroad is made on the continuity of family traditions, a stronger case must be made out in order to obtain the sanction of the court. In other words, the natural leaning which, as Lord Esher in the case last mentioned pointed out, an honest trustee will have against selling heirlooms would be intensified when it became a question of parting with the home of the family. In *Marquis Camden v. Murray* (27 SOLICITORS' JOURNAL, 652) this was sanctioned by the court on a petition presented under the Settled Estates Act, 1877, but there the circumstances were just the reverse of those in the present case. Two estates were in settlement, and the court allowed the sale of the mansion-house on one for the express purpose of providing the necessary means for keeping up the other. Here the sale of the Yorkshire house had already taken place, and the tenant for life had squandered the resources which would have enabled him to live fittingly in Wiltshire.

Put shortly, then, the case is as follows:—The tenant for life had, by his own conduct, disintitiled himself to consideration, and had also placed himself in such a position that the sale would not enable him to take his proper place as head of the family. His interest, therefore, being out of the way, it was open to the court to pay special attention to the wishes and prospects of the remaindermen, and a decision adverse to the sale naturally followed. As already pointed out, the court has disclaimed the idea that any rules are to be laid down for its guidance beyond the general principle that it is to adopt the policy of section 53 of the Act of 1882, and is to place itself in the position of an honest and independent trustee. The value of the decision, therefore, is in the illustration it affords of the manner in which such a trustee ought to act. If anything further can be said, it is that the necessities of the tenant for life, if they are brought about by his own conduct, will not justify the court in sacrificing the interests of the remaindermen, even though it be the fact that the family mansion is "the biggest white elephant ever known."

REVIEWS.

NISI PRIUS EVIDENCE.

ROSCOE'S DIGEST OF THE LAW OF EVIDENCE ON THE TRIAL OF ACTIONS AT NISI PRIUS. SIXTEENTH EDITION. By MAURICE POWELL, M.A., Barrister-at-Law. 2 Vols. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

During the seven years since 1884, when the last edition of this work was issued, there has been a vast accumulation of decisions, and a considerable number of these relate to legislation which, although passed before the last edition, had not then received much judicial interpretation. The Married Women's Property Act, 1882, and the Bills of Sale Act, 1882, are, of course, the chief instances. With regard to the former, there is a concise and valuable summary of the decisions at pp. 1237 and 1238, but we venture to suggest that the decisions would be more conveniently placed under the sections to which they relate. This appears to be also applicable to the decisions on the Bills of Sale Acts; or, at all events, if grouped together, they should be split up into sections by sub-headings, according to the convenient practice adopted in other parts of the book. At present it is not very easy, notwithstanding a full index, to discover the decisions relating to particular sections in the Acts. We may say that we have missed no case of any importance reported in the *Law Reports*, but we may, perhaps, be permitted to add that the editor will commit a serious mistake if (as we see here and there some symptoms of his doing) he neglects cases which do not appear in the *Law Reports*. Thus, to take only one year's decisions—those in 1890—on the Married Women's Property Act, we find *Davies v. Stanford* (61 L. T. 234) and *Galmoye v. Cowan* (58 L. J. Ch. 769) omitted. The index is very full, but it is

disfigured here and there by the annoying practice, which we wish we could have abolished in all law book indexes, of reference to other headings, instead of giving in each case the page in or near which the matter can be found. What can be more troublesome to the practitioner who looks for "Arbitration Act, 1889," than to find himself referred to "Practice at Trial; Referee"? He turns to "Practice at Trial" and finds a lengthy head containing one item, "Power to Refer by Judge under Arbitration Act, 1889." The scent is at fault here, so he next turns to "Referee," but there is no specific reference here to the Arbitration Act. All this trouble could have been avoided by a simple statement, under the head "Arbitration Act, 1889," of the pages at which the sections occur. We hope that the marked improvement which we have noticed of late in the type and general "get-up" of law books may be extended to the entire abolition in indexes of mere cross-references. We think that the present edition will maintain the well-deserved reputation of the book for practical utility.

BILLS OF EXCHANGE.

A TREATISE ON THE LAW OF BILLS OF EXCHANGE, PROMISSORY NOTES, BANK NOTES, AND CHEQUES. By Sir JOHN BARNARD BYLES. FIFTEENTH EDITION. By MAURICE BARNARD BYLES and ARCHIE KIRKMAN LOYD, Barristers-at-Law. Sweet & Maxwell (Limited).

A DIGEST OF THE LAW OF BILLS OF EXCHANGE, PROMISSORY NOTES, CHEQUES, AND NEGOTIABLE SECURITIES. By his Honour JUDGE CHALMERS. FOURTH EDITION. Stevens & Sons (Limited).

Byles on Bills in its fifteenth edition hardly needs any recommendation, but it may, perhaps, be worth while for the editors to consider whether they make sufficient use of the fact that the law now exists in a codified form. The object of the book is to present a full account of the history of a bill of exchange, arranging the various matters, as far as possible, in chronological order. Thus, as was pointed out in the preface to the last edition, the first ten chapters are devoted to a description of the instrument, the next two to the title of the holder, the following six to his duties, and the remainder to his rights, how they may be lost or qualified, or enforced by action or proof in bankruptcy. But while this arrangement has its merits, and renders possible, perhaps, a more minute examination of the subject than if the code were strictly followed, we think the Act of 1882 might well be made a more prominent feature of the book. The plan is to give the substance of each section of the Act in its appropriate place in the text, while the Act as a whole is printed in the appendix. But the Act as thus printed has the serious fault that no references are given to the pages of the text where the sections are considered. Moreover, in the text the substance of the section is in many cases given where it would occupy no more space, and be much more convenient for the reader, to have the exact words. These matters, however, merely concern the general design of the book. With its substance no one is likely to find fault, and this has been carefully brought down to date by the inclusion of recent cases. The important decisions which have thus been added are not very numerous, and the editors refer to this as a proof of the success of the code in diminishing litigation. The most interesting is *Vagliano's case*, and the result of the judgment of the House of Lords is given in the preface.

Judge Chalmers' book, of course, is based upon the code, and hence it is much more convenient for practical use. In the present edition many of the notes have been re-written and enlarged, and also two short chapters have been added, one on the effect of bills and notes as payment of a debt, and the other on negotiable or quasi-negotiable securities for money other than bills, notes, and cheques. Both of them contain a useful sketch of the law, and the latter gives an interesting summary of the recent cases on fraudulent dealings with bonds, debentures, and shares.

THE LAW OF CONTRACT.

PRINCIPLES OF THE ENGLISH LAW OF CONTRACT AND OF AGENCY IN ITS RELATION TO CONTRACT. By Sir WILLIAM R. ANSON, Bart., D.C.L., Barrister-at-Law. SIXTH EDITION. Clarendon Press.

In his preface to this edition Sir William Anson distinguishes his own book from those of Mr. Leeke and Sir Frederick Pollock. "Mr. Leeke," he says, "treats the contract as a subject of litigation, from the point of view of the pleader's chambers. He seems to ask, What are the kinds of contracts of which this may be one? Then—What have I got to prove? By what defences may I be met? Sir Frederick Pollock regards the subject *ab extra*; he inquires what is the nature of that legal relation which we term contract, and how it is brought about. He watches the parties coming to terms, tells us how the contract may be made, and by what flaws in its structure it may be invalidated." Shunning, therefore, both the special treatment from the litigant's point of view, and the treatment which dwells primarily on the formation of the contract, Sir William Anson

attempts to be more comprehensive. "The object which I set before me was to trace the principles which govern the contractual obligation from its beginning to its end; to show how a contract is made, what is needed to make it binding, whom it may affect, how it is interpreted, and how it may be discharged." In attaining this object the author by no means remains content with the book as it was originally written. Since 1879, when it first appeared, many changes have been made in the law, and in addition to the alterations thus rendered necessary in the text, changes of arrangement have been introduced for the sake of greater clearness. The present edition seems to have been prepared with special care, and, as the author points out, the whole of the chapters on Offer and Acceptance, on the Effects of Illegality, on the Discharge of Contracts by Breach, and a great part of those on Mistake and Fraud, Infants and Married Women, have been re-written. Re-writing with Sir William Anson means a thorough re-casting of the matter of each chapter, and very considerable improvements have thus been introduced into what was already an excellent book. Designed as it is for the use of students, a multiplicity of references would be out of place, and it might be thought that the *Law Reports* would furnish all the cases required for the illustration of principles. But the following complaint from Oxford is significant:—"I regret that I am often obliged to refer readers for recent cases to the *Times Law Reports*, and to the *Law Times Reports*. I do not feel compelled to apologize for this diversity of references. The apology should come from the editor of the *Law Reports*, whose selection of cases and manner of reporting are a grievance to all concerned in the study or practice of the law."

PROPERTY OF MARRIED PERSONS.

THE LAW RELATING TO THE PROPERTY OF MARRIED PERSONS. WITH AN APPENDIX OF STATUTES AND NOTES. By DAVID MURRAY, M.A., LL.D., Member of the Faculty of Procurators in Glasgow. Glasgow: James Maclehose & Sons.

We can recommend this book to readers who wish for a clear and succinct account of the past and present state of the Scotch law of husband and wife in respect of property. The system, with its separate treatment of the *ius mariti* and the right of administration, is of course very different to that of England, and this difference has been by no means removed by recent legislation. By the Married Women's Property (Scotland) Act, 1881 (44 & 45 Vict. c. 21), a statute, as was remarked by Lord Blackburn in *Paterson v. Poe* (8 App. Cas., at p. 680), not very carefully or skilfully drawn, the wife gets her movable property as separate estate, in other words, the *ius mariti* is excluded, and, moreover, the accruing income of movable and heritable property is removed from his administration, so that she can give receipts for it. But otherwise his right of administration and his curatorial power remain as they were, and it is the same, too, with regard to contracts, which, with some special exceptions, have not been touched by legislation. "The powers of a married woman to contract, in reference to her separate estate, are, therefore, those which exist at common law when the *ius mariti*, but not the right of administration, is excluded" (p. 68). "She may, no doubt, with the consent of her husband, contract so as to bind her separate estate, but so long as she is not judicially separated from him, or he is not civilly dead, his consent is necessary to validate the contract, and when so validated she is not personally liable upon it" (p. 76). Thus the result is very similar to that under the English Act of 1870, which gave to married women no power to contract which they did not possess before, but simply made certain property property to their separate use. The English law has now gone further, and created a system the anomalies of which have, perhaps, not yet been fully discovered. Possibly the day will come when in England and Scotland alike the law as to the dealings of married women may be put on a rational and intelligible basis. In addition to presenting a very interesting account of the law of Scotland, Mr. Murray renders the reader the further service of comparing it throughout the book with the law of England.

MORAL INSANITY.

PRICHARD AND SYMONDS, WITH CHAPTERS ON MORAL INSANITY. By D. HACK TUKE, M.D., LL.D. J. & A. Churchill.

This little work consists of three parts. First we have short biographical sketches of Dr. Prichard, who invented the name of "moral insanity," and first proved the position of the Celtic languages as a branch of the Indo-European, and Dr. John Addington Symonds—whom Dr. Tuke affectionately and appropriately terms "the beloved physician"—in especial relation to mental science. Then follows a chapter on the theory of moral insanity, in which the author skilfully abandons the old definition of that disease, and takes up a new and unassailable cogn of vantage. The morally insane, he says in effect, are those in whom disorder of the moral faculties is "the prominent characteristic." The book ends with a

minute account of a case of "congenital moral defect," which is well deserving of attention, and of which our criminal courts will doubtless hear something from expert witnesses before long. Dr. Tuke is an able and moderate controversialist. He knows what he is writing about; he believes in his case, and we are almost persuaded that he has proved it.

BOOKS RECEIVED.

The Revised Reports: being a Republication of such Cases of the English Courts of Common Law and Equity, from the year 1785, as are still of Practical Utility. Edited by Sir FREDERICK POLLOCK, Bart., LL.D., assisted by R. CAMPBELL and O. A. SAUNDERS, Barristers-at-Law. Vol. I., 1785-1790. 1 Cox-1 Vesey, Jr.—1-3 T. R. Sweet & Maxwell (Limited).

The Statutory Trust Investment Guide. With Introduction by R. MARRACK, M.A., Barrister-at-Law. F. C. Mathieson & Sons.

CORRESPONDENCE.

THE PARLIAMENTARY COMMITTEE ON RAILWAY RATES.

[To the Editor of the Solicitors' Journal.]

Sir,—I should be obliged if any of your readers could inform me whether a book on the subject of the recent inquiry before the Joint Committee of Parliament on railway rates and charges, or any analysis or epitome of the evidence and proceedings before that committee, is likely to be published shortly. J. C.

[We do not find that any book has yet been published on the above subject.—Ed. S. J.]

CASES OF THE WEEK.

High Court—Chancery Division.

LONDON AND MASHONALAND EXPLORATION CO. v. NEW MASHONALAND EXPLORATION CO. AND EARL OF MAYO—Chitty, J., 8th August.

INJUNCTION—PERSONAL SERVICE—COMPANY—DIRECTOR.

This was a motion by the plaintiff company for an *interim* injunction restraining the defendant, Lord Mayo, from authorizing his name to be published as a director of the defendant company, and from acting as such director. The plaintiff company alleged that Lord Mayo had consented to act as a director and chairman of their company. This Lord Mayo denied. It appeared that his name had been published in a prospectus issued by the defendant company first on its list of directors. The defendant company was registered subsequently to the plaintiff company, and was stated to be a rival company.

CHITTY, J., said there was room for arguing that Lord Mayo had not been duly elected chairman and director of the plaintiff company. However, for the purposes of the motion, he would assume that the plaintiff company's allegation in this respect was correct. If Lord Mayo was a director, he, of course, would be bound by the articles of the plaintiff company. But there was nothing in the articles which required a director to give any part of his time, and much less his whole time, to the business of the company, or prohibiting him from acting as a director of another company. Lord Mayo, therefore, in this respect, was perfectly free. Nor was there any contract by him to give his personal services to the plaintiff company and to no other company. In many cases a director might, no doubt, be in a position similar to that of a managing partner, and he might stand in some such position to the company as would a confidential manager to a private firm. As to that, however, it had been held in a recent case, *Whitwood Chemical Co. v. Hardman* (39 W. R. 443; 1891, 2 Ch. 416), that where a manager of a manufacturing company had agreed for a specified term to give the whole of his time to the company's service, the company were not entitled, in the absence of any negative stipulation, to restrain the manager from giving during the term part of his time to a rival company. The decision there turned upon the circumstance that there was no negative contract. If the case there had been that the defendant was about to disclose information which he had obtained confidentially, unquestionably an injunction would have gone. There was, however, no substantive case of that kind. Here, too, Lord Mayo had acquired no information of a confidential character. He had not even attended any board meetings, but at the most had merely accepted his nomination. If the contrary had been the case, and he was about to make disclosures, there might have been a case for an injunction. Such a motion as the present was wholly unprecedented. It was well known that the same person often acted as a director of several companies and even of rival companies. If a director acted contrary to his duty, the company could call upon him to resign, or could remove him. If his conduct was of a grosser kind, such as betraying secrets, they could get an injunction. In other cases of that class a remedy by damages seemed more appropriate. The extraordinary remedy by injunction—although as to this he must be considered as speaking with caution—would be rarely

appropriate. It remained to be added that the analogy sought to be drawn between the present case and partnerships at will was not complete. In the latter class of cases the getting rid of the partner offending might involve a dissolution of the partnership to the loss of the injured partner, whereas in the case of a company, the director could be got rid of, and the company remain unaffected. The company had the most appropriate and convenient remedy in their own hands. On the present materials no case had been made for acceding to the motion. The motion was refused, with costs.—COUNSEL, *Maidlow*; *E. Ford*; *Swinfen Eady* and *Peterson*. SOLICITORS, *Sydney Morse*; *Henry Grain*.

VENNELL v. MEAKIN—Fry, L.J., 11th August.

MORTGAGE—VALUATION OF PROPERTY—NEGLECT OF VALUER—LIABILITY TO MORTGAGEE—CONTRACT.

This action was brought by a mortgagee who in July, 1889, advanced £500 upon the security of a mortgage of some houses at Carshalton, against a surveyor who valued the property prior to the making of the advance, and, as the plaintiff alleged, with a view thereto. The plaintiff claimed compensation from the defendant by way of damages for loss sustained by the plaintiff in consequence of the property having proved to be an insufficient security, "by reason of the negligence, want of skill, breach of duty, and misrepresentation of the defendant with reference to a valuation and report" made by him. The property consisted of nine houses, called Alexandra-terrace, which belonged to T. N. Ward. Seven of the houses (those numbered 1 to 7) were subject to a prior mortgage for £1,500. The negotiations which led to the making of the plaintiff's advance were conducted through his then solicitors, Messrs. Sole & Co. The defendant had, on the 20th of April, 1889, on the occasion of the former mortgage, made a report and valuation as regarded the houses Nos. 1 to 7. This report was sent by Sole & Co. to the plaintiff for his perusal. In this report the defendant said, "In obedience to your instructions we have made a survey of Nos. 1 to 7, which are offered as security for a loan by way of mortgage, and beg to report as follows." The report stated that "the property is leasehold, for a term of ninety-nine years, from March, 1888, subject to a ground-rent of £7 each house." The report gave a detailed description of the houses, stating (*inter alia*) "No. 1 is let on a three years' agreement, at £35 per annum for the house and £15 for the shop, to Mr. Collard. Mr. Ward offers all the other houses at £35 per annum each, and at such rentals he should be able to let them readily, since they are in a nice position, within a mile of the station. . . . We understand Mr. Ward has arranged with tenants for some of the other houses. . . . So far as we can see, this part of Carshalton is evidently on the improve by the number of houses which have recently been erected in the immediate neighbourhood. Our valuation of the houses is equal to £2,600." On the 9th of July, 1889, Sole & Co. wrote to the defendant as follows:—"Referring to your report of the 20th of April last, and to our recent interview with you in reference to a further advance upon this property, we write to say that we have found a client who is willing to lend £500 more (as required by Mr. Ward) upon the security of a first mortgage of 8 and 9, Alexandra-terrace, and a second charge on Nos. 1 to 7, provided you can report to us that it is a sufficient security. Having regard to the amount at which you value the seven houses, it looks as if you would be able to advise the advance, although we hear that Nos. 8 and 9 are both still empty. We do not know whether you will require to go down to Carshalton again, but, if so, perhaps you had better communicate with Mr. Ward; otherwise kindly send us a supplementary report at your earliest convenience." On the 12th of July, 1889, the defendant sent to Sole & Co. a further valuation and report, in which he said, "When we made our survey in April last we viewed the whole of the terrace and had Mr. Ward's instructions to take as many as we thought right to do for the security of the £1,500, he, however, offering Nos. 1 to 5, both inclusive. We, as you will remember, included under this charge Nos. 1 to 7, both inclusive, which we valued at £2,600, and our valuation of Nos. 8 and 9 (all the houses being similar, save No. 1, which has a shop in front) we estimate at £690. This, taking the whole terrace as equal to £3,290, and allowing the usual two-thirds, would allow of a further sum of £500 being advanced." This further valuation and report was communicated by Sole & Co. to the plaintiff, and, in reliance (as he alleged) on the accuracy of the statements and estimate of value therein contained, he advanced to Ward a sum of £500 on the security of a mortgage, dated the 26th of July, 1889, of the nine houses, subject as to Nos. 1 to 7 to the prior mortgage for £1,500. The security had proved to be valueless, and the plaintiff had received nothing in respect of his security except one half-year's interest, and Ward had become bankrupt. The plaintiff had also been obliged to pay considerable sums for ground-rent and insurance.

Fry, L.J., gave judgment for the plaintiff for £500 and interest. He said that the first question was, whether the plaintiff employed the defendant to make the valuation. His lordship was of opinion on the facts that the defendant was engaged to advise the mortgagee, and not the mortgagor. There was nothing to shew that he was to advise the mortgagor. He knew that a person was desirous of making an advance on the property, and he was expected to advise that person as to the value of the security offered. His lordship therefore held that there was such a contractual relation between the plaintiff and the defendant as that, if the tables had been turned, the defendant could have claimed from the plaintiff a reasonable fee for having performed the work for him. The second question was, whether the defendant had negligently performed the work which he had undertaken to do for the plaintiff. It was impossible to separate the two reports which the defendant had made, because the report of July was supplemental to the report of April. There was a colony of houses lying out in the open fields in a decaying and dilapidated condition. The evidence shewed that for ten years down to 1889, with

the exception of one house at the end of the terrace, not a single house had been let. For more than ten years the other houses in the terrace had been entirely unoccupied. When the defendant visited the property in April, 1889, he saw the condition in which the houses were, and he made the report of that date. It was not in dispute that that report proceeded on the footing of the houses being likely to let at £35 per annum each. He must have known, however, that, unless the houses were put into repair, not one of them would be occupied. The question was, were they likely to let? It was useless to estimate the rental, unless it was possible to obtain tenants to occupy the houses and pay the rents. It ought to have put the defendant on his guard and led him to inquire into that point, and to ascertain whether there was any probability of the houses being taken. The defendant ought to have addressed himself to that. But he did not do so. He assumed that the rent of each house would be £35; notwithstanding that the houses had been empty for ten years, and were still empty when he made his report. No one would take the houses in their dilapidated condition. His lordship did not think that the defendant was actuated by any improper motive in what he did. It was rather for what he did not do than for what he did that he was to blame. It was his want of vigilance which was to be complained of. His lordship thought the defendant had not done all that he could have done. Then came the report of July, 1889. It appeared to his lordship that the advice given by the defendant in April, 1889, was given in expectation that the houses would let later on. But July came round, and still the houses had not let. Were not these important facts for a prudent surveyor to consider when he was advising that money should be advanced on those houses? In July the defendant did not go to Carshalton again to see the property. He did not deem it necessary to make any inquiry whether any of the houses had been let since he visited the place in the preceding April. His lordship thought, therefore, that there had been decided negligence on the part of the defendant—but not more than negligence. The result was, that the plaintiff was entitled to be repaid the £500 which he had advanced on the faith of the defendant's reports, together with the unpaid interest on the mortgage, amounting to £37 10s., and the costs of the action.—COUNSEL, *Haldane*, Q.C., and *Warrington*; *Neville*, Q.C., and *Montague Shearman*. SOLICITORS, *Potter*, *Sandford*, & *Kilvington*; *Marshall* & *Halslip*.

HALL v. HALL—Fry, L.J., 8th August.

WILL—CONSTRUCTION—DEVISE AND BEQUEST OF "FURNITURE, GOODS, CHATELLETS, AND EFFECTS"—REAL ESTATE INCLUDED.

The question in this case was, whether real estate passed under a devise and bequest in which words of description strictly applicable only to personality were used. The testator gave, devised, and bequeathed unto his wife for her own absolute use and benefit, free from the control of any future husband, "All my furniture, goods, chattels, and effects that I may be possessed of at my decease, whatsoever the same may be, or wheresoever the same may be situate; and I authorize my wife to raise any money that may be necessary, and to collect all amounts that may be due to me at the time of my decease, and request her to pay, as soon as may be convenient after my decease, all my just debts and funeral expenses." The testator then gave, devised, and bequeathed, after the decease of his wife, to be equally divided among three of his children (whom he named), if they should be living at the time of the decease of his wife, until they should attain the age of twenty-one, "the furniture and moneys or any property which my said wife shall have become entitled to through this my will, or through any other source." And after his said children had attained the age of twenty-one, "the furniture, goods, chattels, and effects, whatsoever the same may be, or wheresoever it may be situated, and any moneys my said wife shall be entitled to at the time of my decease, to be equally divided among my six children (naming them)—that is to say, after the three first-named children have attained the age of twenty-one. I hereby declare this document to be my last will and testament, and I appoint my said wife sole executrix of this my will." The testator's personal estate was of small value, but he was entitled in fee simple to an undivided share of some real estate, the legal estate in which was vested in the trustee of another will. The question was, whether, under the testator's will, his widow was entitled to the rents of this undivided share of real estate for her life, or whether they belonged to his heir-at-law.

Fry, L.J., held that the testator intended to dispose of the whole of his property, and that the rents passed to the widow for her life. His lordship expressed his approval of the decision of *Malins*, V.C., in *Smyth v. Smyth* (8 Ch. D. 561).—COUNSEL, *Chadwick-Healey*, Q.C., and *E. Ford*; *Haldane*, Q.C., and *Bramwell Davis*; *H. F. Boyd*. SOLICITORS, *Arthur E. Eves*; *S. S. Seal*; *Walker* & *Mewburn-Walker*.

EICHEBAUM v. THE CITY OF CHICAGO GRAIN ELEVATORS (LIM.)—Stirling, J., 6th August.

COMPANY—SURRENDER OF ORDINARY SHARES—ISSUE OF PREFERENCE SHARES IN EXCHANGE FOR ORDINARY—POWER TO PASS SPECIAL RESOLUTION FOR.

This was an action by a shareholder in the defendant company for a declaration that it was *ultra vires* the company to allot any preference or other shares of the company as fully paid up to any shareholder in consideration of the surrender of any equivalent amount of ordinary shares of the company, and for an injunction to restrain the company from holding any meeting to pass or confirm any resolution authorizing any such allotment, and also to restrain the company and its directors from making any such allotment. The company was formed in 1839 under the Companies Acts, 1862 to 1889, with a capital of £450,000, divided into 45,000 ordinary shares of £10 each, and 250 founders' shares of £100 each. Under the memorandum of association the company had power to issue preference

shares upon such terms as the company might, by special resolution, determine. By article 62 of the articles of association the company might, by special resolution, increase its capital by the issue of new shares. By article 63 the new shares were to be offered to the existing shareholders, and by article 128 power was given to the directors to accept surrenders of shares. All the shares in the company had been issued and had been fully paid up, and there was only one class of shareholders—namely, ordinary shareholders. On the 30th of July notice was given of an extraordinary general meeting of the company to consider and, if thought fit, to adopt a resolution to increase the capital of the company by the creation of 25,700 new shares of £10 each, which were to be called preference shares, and were to give the holders certain rights, but which were not to be offered to the shareholders in accordance with article 63 of the articles of association, but were to be under the absolute control of the directors, who should be at liberty to allot the same as fully paid up to any ordinary shareholder in the company in consideration of the surrender by him of an equivalent amount of fully-paid ordinary shares. The plaintiff now moved for an *interim* injunction to restrain the company from holding any meeting to pass any such resolution. It was contended on his behalf that the resolution was *ultra vires* the company, on the ground, first, that it authorized a purchase by the company of its own shares, and that, although James, L.J., had stated in *Teasdale's case* (L. R. 9 Ch. App. 54) that a company could give itself power to purchase its own shares, that case had been overruled by *Trevor v. Whitworth* (L. R. 12 App. Cas. 409); and, secondly, that it would alter the rights of the shareholders *inter se*. For the company it was contended that *Teasdale's case* had not been overruled, and that the company were expressly empowered to create preference shares.

STIRLING, J., after referring to the memorandum and articles of association, continued:—It is said that the resolution is *ultra vires*. It seems to me that the case comes exactly within *Teasdale's case*. The shares of the company in that case were, as to some, fully paid, and as to the rest only partially paid. Special resolutions were passed that both classes of shares should be cancelled, and that certain fully-paid and partially-paid shares should be given in lieu of those cancelled. The essence of the transaction was that the liability of the shareholders, whether under the old or new shares, remained practically the same. The company was afterwards ordered to be wound up, and the liquidator disputed the validity of the transaction. James, L.J., in his judgment says: "There is no doubt that a company may give itself power to purchase its own shares, to take surrenders of shares, and to cancel the certificates of shares." That is a dictum which, as the Lord Justice himself said in *Hope v. International Financial Society* (4 Ch. D. 327), went too far, and was not necessary for the decision of the case. It was, however, necessary for the decision of the case to say whether the resolutions were valid or not, and he held that they were valid. I cannot find that there is anything in *Trevor v. Whitworth* which shews an intention to treat *Teasdale's case* as overruled, although the dictum of James, L.J., was treated by the noble lords, as it was by the Lord Justice himself, as going too far. In *Teasdale's case* the Court of Appeal held that resolutions for the surrender of shares, under almost precisely similar circumstances to those in this case, were valid, the only difference being that there the shares were ordinary shares, while in this case they are preference shares. I think, therefore, that I am bound by *Teasdale's case*, and must hold that this transaction is valid. Then it is said that to carry into effect this resolution will alter the relation of the shareholders *inter se*. But the powers conferred by the memorandum and articles of association of the company are strictly pursued in the resolution, and I do not think I ought to interfere unless the directors are exercising their power in an illegal way, which is not alleged. The plaintiff consenting to treat this as the trial of the action, the action will be dismissed, with costs.—COUNSEL, Buckley, Q.C., and P. S. Stokes; Hastings, Q.C., and Carson. SOLICITORS, Parker, Garrett, & Parker; Paine, Son, & Pollock.

DAW v. HERRING—Stirling, J., 8th August.

PARTNERSHIP—EXPIRATION OR DETERMINATION OF THE PARTNERSHIP BY EFFLUXION OF TIME—CONTINUANCE OF BUSINESS WITHOUT FRESH ARTICLES—OPERATION OF ARTICLES SO FAR AS APPLICABLE.

This was a summons, taken out by the defendant in the action, asking for a declaration that the defendant was entitled to purchase the plaintiff's share in the business by virtue of clause 27 of the articles of partnership. The plaintiff and defendant's father (during his lifetime) carried on business in partnership as auctioneers and surveyors under the firm name of Herring, Son, & Daw. The partnership was for a term of five years from the 29th of September, 1882. There was a proviso in the articles that, if Mr. Herring, senior, should die during the term, his son (the present defendant) should be admitted as a partner in his father's place. The father died in 1886, during the term, and the son was duly admitted a partner. The partnership was carried on after the expiration of the term as a partnership at will until March in the present year, when the defendant gave notice to dissolve the partnership in three months' time. Clause 27 of the articles provided that, "within three calendar months after the expiration or determination of the partnership by effluxion of time," Mr. Herring should have the option of purchasing Mr. Daw's share in the business. The question arose whether such a clause was applicable to a partnership at will, and whether the option of Mr. Herring was now subsisting. The defendant's counsel argued that, in the case of a partnership at will after the termination of the articles, all articles not inconsistent with a partnership at will applied; and therefore clause 27 applied to the present case: *Cox v. Willoughby* (28 W. R. 503, 13 Ch. D. 863) and *Yates v. Finn* (28 W. R. 387, 13 Ch. D. 839). If the partnership came to an end in any way but by expulsion, clause 27 applied. The word "partnership" referred to the new partnership at will, not to the old partnership

under the articles. They also cited *Essex v. Essex* (20 Beav. 442) and *Neilson v. Moss End Iron Co.* (11 App. Cas. 298, 34 W. R. Dig. 133). The plaintiff's counsel relied upon the judgment of Lord Watson in *Neilson v. Moss End Iron Co.* to shew that clause 27 was inapplicable to a partnership at will.

STIRLING, J., after referring at length to the judgments of Lords Selborne and Watson in *Neilson v. Moss End Iron Co.*, said that the question was not, as he read Lord Watson's observations on the passage quoted from the judgment of Lord Shand, whether the language of the original contract with reference to the termination of the partnership originally constituted was strictly appropriate to the termination of a partnership at will, but whether the provisions as to the consequences of the termination of the original partnership were in their essence applicable or inapplicable to a partnership at will. The view of the House of Lords agreed with that expressed by Fry, L.J., in *Cox v. Willoughby*, where it was held that stipulations applicable in terms to the death of a partner before the expiration of the partnership term were applicable, notwithstanding that the death took place after the expiration of the term. *Yates v. Finn* was decided on the special character of the stipulations contained in the original contract, and did not contradict the principle as stated by his lordship. In the present case the termination of the original partnership was provided for in three clauses—27, 28, and 29. Clause 29 conferred a power of expulsion, but it was held in *Clark v. Leach* (11 W. R. 351, 1 De G. J. & S. 409) that such a power was inapplicable to a partnership at will. Clauses 27 and 28 provided for what was to be done on the natural termination of the original partnership, which might be attained in two ways: first, by the expiration of the term of five years, both partners being alive; secondly, by the death of one partner. Clause 27 appeared to be directed to the former event, and clause 28 to the latter. The language of neither was strictly applicable to the termination of a subsequent partnership at will. What he had to consider was, whether the provisions of the clauses were in their essence inapplicable to a partnership at will. His lordship thought not. The only peculiarity of clause 27 was that it gave Mr. Herring an option of purchase on certain terms. The reason of that appeared to be that he was the original owner of the business. There was no reason why that should be inapplicable to a partnership at will. It was said that it might induce the partner to whom it was given to dissolve at a moment when he would gain an undue advantage, regard being had to the state of the partnership assets. The answer to that was to be found in the words of Lord Watson, "The right must, of course, be exercised *bona fide*, and not for the purpose of deriving an undue advantage from the state of the firm's engagements." His lordship thought, therefore, that Mr. Herring was entitled to the option which he claimed.—COUNSEL, Buckley, Q.C., and G. P. Lawrence; Hastings, Q.C., and Dickenson. SOLICITORS, Arber & Lewis; Loughborough & Gedge.

Re THE MARQUIS OF AILESBUURY'S SETTLED ESTATES AND THE SETTLED LAND ACTS, 1882 to 1890—Stirling, J., 10th August.

SETTLED ESTATES—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), ss. 37, 50—SETTLED LAND ACT, 1890 (53 & 54 VICT. c. 69), s. 10—PRINCIPAL MANSION-HOUSE—SALE BY TENANT FOR LIFE—DISCRETION OF COURT.

This was a petition presented by the Marquis of Ailesbury under the Settled Land Acts, 1882 to 1890, asking for the sanction of the court to a proposed sale to Lord Iveagh of the Ailesbury estates, together with the mansion-house known as Savernake Hall, and the pleasure-grounds, park, and lands usually occupied therewith, for the sum of £750,000, of which £500,000 was to remain on mortgage for five years at four per cent. By an indenture of settlement dated the 16th of July, 1885, the estates in question were settled upon certain trusts, under which the petitioner was now tenant for life in possession, having succeeded upon the death of his grandfather in October, 1886. The petitioner had married, in May, 1884, Miss Julia Haseley, but there was no issue of the marriage. The property comprised in the agreement for sale to Lord Iveagh included the principal mansion-house, pleasure-grounds and parks, and Savernake Forest, and was over 40,000 acres in extent. The gross annual rental of the estates was about £27,000, and the net rental was £11,600. This was charged with jointures to four ladies, which at the present time absorbed £8,500, and there was also charged interest, amounting to £2,200, upon two capital sums; so that the net rental, after paying these charges, was about £900. As the consent of both of the trustees of the settlement could not be obtained to the proposed sale, an order of the court was necessary under section 10 of the Settled Land Act, 1890. For the petitioner it was argued that the sale would be for the benefit of all parties interested, as it would produce an income of nearly £17,000 a year for the tenant for life. At present almost the entire income of the estate was swallowed up in expenses and by the incumbrances upon it. The marquis had nothing to live upon, for he had charged his life interest, but all the incumbrancers upon it occurred in the sale. The price was a very large one, and could not be obtained from anyone else, and the only objection to the sale was a sentimental one. One of the trustees of the settlement, Mr. Mewburn-Walker, supported the petition, but the other trustee, Lord Frederick Bruce, and the first tenant for life in remainder, Lord Henry Bruce, and all the other remaindermen opposed the sale, upon the ground that the settlement of 1885 was part of a family arrangement, whereby the Yorkshire estates, including Jervaulx Abbey, were sold to pay off the debts of the petitioner, and the Wiltshire estates, which it was now proposed to sell, were resettled with the object of keeping them in the family. It was further contended that the petitioner, being in the power of his creditors, could not exercise a free and unbiased judgment in the matter, and would himself reap no benefit from the sale of the only mansion-house of a historical family. The petitioner gave evidence as to the arrangement with his grandfather for the sale of the Yorkshire estate, and admitted that he

had received upon that occasion £175,000 in payment of his debts, but denied that there was any understanding between his grandfather and himself as to the resettlement of the Wiltshire estates. He also stated that since his grandfather's death he had created incumbrances upon his life estate, and that a Mr. Samuel Lewis was a creditor for £200,000, and had commenced an action for foreclosure against him, and that a receiver had been appointed in that action. Lord Ailesbury admitted that there were valuable heirlooms in the mansion-house, but that they were not included in the sale, and that he had made no provision for their custody.

STIRLING, J., in delivering judgment, said that the lands in question included Savernake Forest, which was described by two of the petitioner's witnesses as "a unique possession, which probably has not its equal anywhere, and is possessed of great beauty and amenities which are well known and even historic." The mansion-house and lands occupied therewith had been the principal residence of the Ailesbury family since 1675, when the then Earl of Ailesbury had acquired them through his marriage with the Lady Elizabeth Seymour, to whom they had descended from the first Duke of Somerset, known as "The Protector." There could be no doubt that the object of Ernest, Marquis of Ailesbury, in entering into the arrangement for the sale of the Yorkshire estates was to secure the continuance in the Ailesbury family of the Savernake estates. It was alleged on behalf of the respondents to the petition that an agreement was come to between the petitioner and his grandfather that the former would not, during his lifetime, attempt to sell the Savernake estates. But, in his lordship's opinion, the evidence failed to establish any such agreement; and, indeed, regard being had to the provisions contained in the 50th and following sections of the Settled Land Act, 1882, the fact was of very little importance. After paying outgoings, jointures, and other charges on the estate the net rental was reduced to £900, and if, as was possible, the gross rental should diminish, any surplus would soon vanish. It was not surprising that, under these circumstances, Lord Henry Bruce should have described the estate as "the biggest white elephant ever known"; and it could not be disputed that the position of the owner could only be maintained, if at all, by the exercise of the utmost care and self-denial. It did not appear that the position of the marquis himself would be at all improved by the proposed sale; so far as he was concerned any benefit which accrued from it would be reaped by his creditors rather than by himself. Section 37 of the Settled Land Act, 1882, enabled a tenant for life of settled land to sell personal chattels or heirlooms settled in trust so as to devolve with the land; but such a sale was not to be made without an order of the court. The duties of the tenant for life and of the court on the occasion of such a sale had recently been considered by Chitty, J., and the Court of Appeal in the case of *Re Earl of Radnor's Will Trusts* (45 Ch. D. 402). The judgment of Chitty, J. (p. 407), contained the following passage:—"I desire to repeat here what I have said before, that this controlling power of the court is a discretionary power, and that this must be exercised with regard to all the circumstances of each particular case, anxious attention being given to the said circumstances, which vary greatly. For myself I say that this discretion ought not to be crystallized, as it would become in course of time by one judge attempting to prescribe definite rules with a view to bind other judges in the exercise of the discretion which the Legislature has committed to them." With that expression of opinion his lordship entirely agreed. That passage was expressly approved by Lord Esher, M.R., when the case came before the Court of Appeal. His lordship then read passages from the judgment of Lord Esher in that case, and said that in the case of an old family mansion the leaning against a sale would, in his opinion, be somewhat greater than in the case of heirlooms. As was observed by Chitty, J., in the case of the *Marquis of Camden's Settled Estates* (Hood and Challis' Settled Land Acts, p. 416): "The court would be very reluctant to put in force its jurisdiction derived from the Settled Estates Act to sell an old family estate"; and like considerations would weigh in the case of the sale of an old family mansion under the Settled Land Acts, and with none the less force that it had been preserved as the principal mansion by the sale of another principal mansion formerly belonging to the family effected simultaneously with the settlement. His lordship was quite satisfied that £750,000 was the full value of the estate. If the sole question were whether the full pecuniary value was being obtained for the estate, the decision must be given in favour of the petitioner. As appeared from the passages which his lordship had read, that was not, however, the sole point to be regarded. His lordship had to ask the question, Could the petitioner be regarded as filling the position of an independent trustee for himself and all the members of the family? Was he exercising his discretion as a fair and honest and careful trustee would do under the circumstances? Now the marquis was not favourably situated for the exercise of an independent judgment. He was dependent for his daily maintenance upon Mr. Lewis. He admitted that Mr. Lewis was very anxious that the contract should be carried into effect. Under these circumstances the court ought to scrutinize with some care the grounds upon which he asked the sanction of the court to the sale. The marquis in his affidavit said that the sale was not being made under pressure from his creditors, that he had practically no income from the estates, that under present circumstances he could neither keep up the estates nor pay his debts, and that all parties would benefit by the sale. In cross-examination he said he wished to sell because he wanted to pay his creditors, but he regretted having to sell. So that the benefit of the sale would be enjoyed by the creditors rather than by the petitioner. Further, every living person interested under the settlement was opposed to the sale. Each was actuated by the desire to enjoy in his turn this unique possession, the home of his family for more than 200 years. An honest, independent trustee would have regard to this desire, and would endeavour, if possible, to satisfy it. His lordship could not find that the petitioner had done so. The petitioner, in his affidavit, simply relied on

the largely increased income which would be enjoyed by all future remaindermen. On the question whether some other part of the property might not be sold so as to put the owner in a better pecuniary position, and yet preserve in the family that on which everyone set great value, the evidence before him threw no light. Further, as to the heirlooms of considerable value in the mansion-house, which were not included in the sale, their value was entirely unascertained, and the marquis had admitted in cross-examination that it had not occurred to him until the day before to consider how they were to be disposed of, and no provision had been made for their custody. That circumstance was not without significance with regard to the care bestowed by the petitioner upon the sale. But the matter does not rest there. The judgment of the Master of the Rolls shewed that the independent trustee was to pay some regard to the position of the tenant for life and his successors as regarded wealth outside the settlement. What was the position in the present case? The petitioner was utterly insolvent, his life interest was incumbered to its full value, and he had squandered a large sum of money which would have gone far to maintain his position and dignity as the head of a great family. There seemed to be no probability of his ever retrieving his position, although he was still a young man, and at present childless. The next remainderman was a partner in a lucrative business, and the more remote remaindermen had expectations of wealth from other sources. There was no evidence that the petitioner had, in exercising his discretion, given the slightest consideration to these circumstances. His lordship was bound to do so. Looking at the matter from the point of view of an independent and careful trustee, and considering all the circumstances, his lordship came to the conclusion that the proposed sale, however desirable it might be for the creditors of the petitioner, was not one which, having due regard to the interests of the parties entitled under the settlement, he could sanction, and he therefore dismissed the petition.

[It was then arranged that if the petitioner gave an undertaking not to appeal, his costs would come out of the estate, and Stirling, J., allowed the petitioner a month to consider the matter, and said that if the undertaking were not given within that time the petition would be dismissed, with costs; and gave liberty to the parties to make a further application on the subject.]—COUNSEL, *Graham Hastings, Q.C.*, and *Fossell Lock; Muir Mackenzie; Sir Horace Davey, Q.C.*, and *G. Henderson; Buckley, Q.C.*, and *Ashworth James; Stock. SOLICITORS, Mewburn-Walker & Laurence; Hunter & Haynes; Nichols & Manisty.*

Re LLOYD EDWARDS, WILLIAMS v. FRENCH—Kekewich, J., 10th August.

ADMINISTRATION—INTEREST ON ACCOUNTS—3 & 4 WILL. 4, c. 42, s. 28.

On accounts rendered by a creditor for goods supplied, a paragraph was printed that interest at the rate of five per cent. per annum would be charged upon the amounts of accounts after one year's credit. In accounts rendered to the testator by such creditor, interest was charged in accordance with such notice. In accounts rendered to the testator by another creditor, on whose accounts no notice as to interest was printed, interest was also charged on the amount of accounts of more than one year's standing. The testator had made no objection to the charges of interest, and had paid sums on account of amounts in which such charges were included. In the administration of the estate of the testator the question arose whether the claims for interest ought to be allowed.

KEKEWICH, J., said that it had been stated, on the authority of *Bruce v. Hunter* (3 Camp. 467), that the fact that the testator had not objected to the charges for interest was sufficient evidence of a promise by him to pay such interest. In his opinion that case was not an authority for such a proposition. Having regard to *Culton v. Bragg* (15 East. 223) he considered that the case of *Bruce v. Hunter* must have been decided under special circumstances from which a promise to pay interest could be inferred. The judgment, therefore, was not applicable to this case. Further, he did not consider the notice that interest at five per cent. per annum would be charged was a sufficient demand in writing that interest would be charged from the date of such demand within 3 & 4 Will. 4, c. 42, s. 28. The claims for interest, therefore, failed in both cases.—COUNSEL, *J. W. Williamson; W. D. Rawlins; F. H. Jones. SOLICITORS, H. H. Stephens; Maude & Tunnicliffe; Western & Sons.*

MANDER v. FALCKE—Kekewich, J., 10th August.

PRACTICE—MOTION TO COMMIT—SUBSTITUTED SERVICE OF NOTICE OF MOTION.

This was a motion to commit a defendant to prison for breach of an order of the court. On the 7th of August, upon motion *ex parte* by the plaintiff, an order was made for substituted service on the defendant of the notice of motion to commit for Monday, the 10th of August. Attempts had repeatedly been made to serve the defendant personally with notice of motion. On the hearing of the motion the preliminary objections were taken that (1) under no circumstances ought substituted service of a notice of motion to commit to be allowed, (2) notice of the motion for substituted service ought to have been served on the solicitor of the defendant on the record, and (3) short notice of a motion to commit ought not to be permitted.

KEKEWICH, J., said that the rule that notice of motion to commit must be served personally could not mean that a person guilty of contempt of court could set the power of the court at naught by keeping out of the way. When every reasonable effort to effect personal service had been made and had failed, the court could and ought to grant an order for substituted service. The second objection had no substance at all. The solicitor on the record was a nonentity for the purposes of the service of a notice of motion for substituted service. The third objection was not in

the nature of a preliminary objection. If the defendant had not had time to answer the evidence of the plaintiff, a reasonable adjournment might be allowed. On counsel stating that the defendant had not had time to complete his evidence, his lordship ordered the hearing of the motion to stand over until next sittings.—COUNSEL, *Gatey; Oswald. SOLICITORS, Munday, Ellis, & Clarke; Thos. Dyson.*

High Court—Queen's Bench Division.

THE QUEEN v. THE JUSTICES OF MIDDLESEX—6th August.

POOR RATE—DUTY OF JUSTICES TO SIGN—MANDAMUS—6 & 7 WILL. 4, c. 96.

In this case a rule nisi for a mandamus had been obtained to compel the justices to sign a poor rate which had been made by the overseers of a parish in Middlesex. On the 13th of October, 1890, a rate (intended to be a six months' rate) had been duly made and signed by the justices. There were five appeals against that rate, and it was quashed by the justices in special sessions. The overseers appealed, but the appeals were settled upon terms which involved a re-valuation, which would occupy a considerable time. Meanwhile the overseers required funds; and accordingly made a rate upon the list at present in force in the parish, and the declaration at the foot of the rate was duly signed by the four overseers and two churchwardens under 25 & 26 Vict. c. 103, s. 28. The justices, however, declined to sign the rate, on the ground that, having quashed the former rate made on the same valuation, they would stultify themselves by signing the present one. No counsel appeared for the justices, but an affidavit by one of them was read, in which the reasons for their refusal were set out. On the other hand it was said that the function of justices in signing a rate was purely ministerial, and that they had no right to refuse. *R. v. Justices of Dorchester* (1 Strange, 393), *R. v. Earl of Yarborough* (12 A. & E. 416) were referred to.

THE COURT (DENMAN and COLLINS, JJ.) held that the justices were bound to sign the rate. The justices had thought that by signing this rate they would stultify themselves, but that was not the true view. They had a judicial and a ministerial act to perform, and doing the ministerial act did not interfere with what they had done judicially. The rule, therefore, would be made absolute.—COUNSEL, *Poland, Q.C.*, and *Bodkin. SOLICITORS, Houlden & Court.*

THE QUEEN v. HANNAY—Q. B. Div., 6th August.

METROPOLIS MANAGEMENT—PLACE KEPT OPEN FOR DANCING OR MUSIC—PROTECTION FROM FIRE—CERTIFICATE—PLACE NOT LICENSED UNDER 25 GEO. 2, c. 36—DUTY OF MAGISTRATE—METROPOLIS MANAGEMENT, &c., ACTS AMENDMENT ACT, 1873 (41 & 42 VICT. c. 32), s. 12.

The question in this case was whether the proprietor of a building which was not licensed under 25 Geo. 2, c. 36 as a place of public entertainment, but which it was alleged ought to be so licensed, could be dealt with by a magistrate for not having a certificate under 41 & 42 Vict. c. 32, s. 12, from the London County Council (as successors to the Metropolitan Board of Works) that the building was in accordance with the regulations as to safe construction. A summons had been taken out at the instance of the London County Council against Kirby, the proprietor of a building known as St. Andrew's Hall, Newman-street, for keeping it open for musical performances without having a certificate. Section 12 provides that the board may make regulations as to the requirements for the protection from fire "of houses, rooms, or other places of public resort within the metropolis containing a superficial area for the accommodation of the public of not less than five hundred square feet, to be kept open for public dancing, music, or other public entertainment of the like kind under the authority of . . . licences . . . by any court of quarter sessions." [The licensing authority under the Act 25 Geo. 2, c. 36 (which deals with buildings used for such purposes) is now the London County Council]. Kirby objected that section 12 had no application to St. Andrew's Hall, it not being licensed under 25 Geo. 2, c. 36, and the magistrate upheld the objection and declined to hear the case. A rule nisi was thereupon obtained, upon which Kirby now shewed cause. It was argued in support of the rule that if Kirby's contention were supported the result would be that a person who had broken the law by not obtaining a licence would be in a better position than a person who had duly obtained one.

DENMAN, J.—I think that when this Act is looked at carefully it is clear that the intention of the Legislature was to use the words "to be kept open" in section 12 as meaning "required or authorized to be kept open." If sections 11 and 13 are looked at together with section 12 the words used in sections 11 and 13 tell strongly in favour of the adoption of the construction I have indicated in section 12. Section 11 deals with places of public resort containing an area of five hundred square feet which were at the time of the passing of the Act authorized to be kept open, and which were kept open, for dancing, music, and other public entertainments of the like kind under the authority of a licence granted by a court of quarter sessions. Section 12, dealing with new theatres and music-halls of the same area, contains the words "to be kept open" under the authority of licences by quarter sessions. Those words "to be kept open" seem to me to be used in contrast to the words in the previous section, "Which was at the time of the passing of this Act authorized to be kept open, and which is kept open," and I think that the words in section 12 refer to buildings which ought to be kept open under the authority of a licence. That is a more reasonable construction than to limit the applicability of the statute to cases where persons have actually obtained the licences which they ought to have. Section 13 provides for the granting of provisional licences in the case of premises about to be

constructed, or in course of construction, and the provisional licence is to be confirmed on the production of a certificate that the construction has been completed in accordance with the regulations made by the board. In that case, therefore, the certificate is to be given before the granting of a licence to carry on the dancing or music themselves. That is a very good reason for refusing to hold that, under section 12, where a building comes within the description of buildings which ought to be licensed, but no licence has been obtained for it, the certificate may be dispensed with. Is that the necessary construction of the words? I think not. The meaning which I have suggested for the words "to be kept open" is quite intelligible; you might divide vehicles into "vehicles to be licensed" and "vehicles not to be licensed," and it is equally intelligible to hold that these words "to be kept open" mean "which ought to be kept open." The language of the Act is not the best that could have been used, but I think that when these three sections are looked at together the difficulty disappears. Of course this does not finally determine the question at issue as regards this hall: we are only holding that the magistrate was wrong in holding that because no licence had been obtained for this building it was therefore outside the provisions of section 12. COLLINS, J.—I am of the same opinion. Looking at the preamble to this Act it is clear that it was passed "with a view to protect the public frequenting theatres and music-halls within the metropolis from danger from fire." There were, no doubt, places of entertainment existing when this Act was passed which the owners could not fairly have been compelled to alter: but in the case of new buildings it was not unfair to require them to be built with a due regard to public safety. In section 11 the Legislature is dealing with already existing places of entertainment, and it assumes that they are licensed according to law. In section 12 new buildings are dealt with, and again it is contemplated that the law as to licences will be observed. The subject-matter is simply a particular category of buildings—those which ought to have licences. The magistrate will have to decide whether this building is within that category—whether it is "kept open for public dancing, music, or other public entertainment of the like kind." It was said that because this question might be raised by means of an indictment or an action for penalties, therefore the jurisdiction of the magistrate to decide whether the licensing law had been violated was ousted. But that would be to set up the defendant's own wrong, and to say that because he had omitted to take out a licence he could not be dealt with under this Act, which had been passed to provide for the safety of the public. Rule absolute.—COUNSEL, *Croais; Horace Avery. SOLICITORS, Peake, Bird, Collins, & Peake; W. A. Blazland.*

Solicitors' Cases.

Re HILLIARD AND OTHERS, *Ex parte* ARTHUR & CO.—C. A. No. 1, 10th August.

SOLICITOR—COSTS—TAXATION—COMMON ORDER FOR TAXATION OBTAINED BY SOLICITOR—DISPUTED RETAINER.

Appeal from an order of Romer, J., refusing to discharge an order for taxation of a bill of costs. On the 17th of April, 1891, Messrs. Stretton, Hilliard, Dale, & Newman, obtained from one of the registrars of the Chancery Division the common *ex parte* order for taxation of a bill of costs for £25 delivered to Arthur & Co. in respect of work alleged to have been done on their behalf. The solicitors at the time they obtained this order knew that Arthur & Co. denied the retainer as to the entire bill of costs. This order was served on the 23rd of April. The taxing master having appointed a day to proceed with the taxation, Arthur & Co. on the 23rd of June served a notice of motion upon the solicitors to discharge the order for taxation, contending that where the retainer as to the whole bill was disputed there was no jurisdiction to make the common order for taxation; and to deprive them of the right to have the question of retainer tried in the ordinary way. The solicitors contended that the practice was settled by the decision of Stirling, J., in *Re Jones* (35 W. R. 649, 36 Ch. D. 105), that under such circumstances there was power to make a common order to tax, the taxing master having power to decide the question of retainer. The solicitors also took the objection that the motion to discharge the order was out of time, two months having elapsed since the order was made, whereas twenty-one days was the proper time to move. Romer, J., held, upon the authority of *Re Jones*, that there was power to make the common order to tax, and that, taking that view, it was unnecessary to extend the time, but that he would do so "if necessary." Arthur & Co. appealed.

THE COURT (LINDLEY, BOWEN, and KAY, L.JJ.), having consulted a taxing master of the Chancery Division, and also one of the masters of the Queen's Bench Division, stated that they were informed that in the Queen's Bench Division there was no such thing as a common order to tax, but that a summons to refer the bill to taxation was taken out, and if upon the hearing of the summons the client disputed the retainer, no order to tax was made, the parties being left to their remedy by action. Their lordships said that it was very desirable and important that the practice in the Chancery and Queen's Bench Divisions of the court should be the same in this respect, and, therefore, the question raised was so important that they would take time to consider it or bring the matter before the Rule Committee. They would, however, dismiss the appeal in the present case upon the ground that the appellants had not moved to discharge the order for two months, and that was so out of time and so unreasonable and the amount of the bill of costs was so small that they would refuse to hear the appeal.—COUNSEL, *Cocens-Hardy, Q.C.*, and *Ashton Cross; Napier Higgins, Q.C.*, and *Alexander Young. SOLICITORS, Arthur Heiron; Respondents in person.*

WARD v. GAMGEE—Stirling, J., 8th August.

COMMISSIONER FOR OATHS—SOLICITOR STRUCK OFF ROLLS—CAPACITY TO ACT—22 VICT. c. 16, s. 1—COMMISSIONERS FOR OATHS ACT, 1889 (52 VICT. c. 10), s. 1—R. S. C., XXXVIII., 16.

In this action a motion was made on behalf of the defendant that a paper writing purporting to be an affidavit sworn by the plaintiff on the 28th of April, 1891, and filed in the court, might be taken off the file as being inadmissible in evidence, upon the ground that the alleged affidavit was not taken before a commissioner or other person duly appointed to administer oaths in the court, and was a fraud on the court, and that it had been sworn before an agent or correspondent of the solicitor for the plaintiff, contrary to ord. 38, r. 16, of the R. S. C., and that the plaintiff and his solicitor might be ordered to pay the costs occasioned by such alleged affidavit and of this application. The affidavit in question was sworn before a Mr. T. H. Jonas. He was formerly a solicitor, and while he was in practice as such he was appointed, in May, 1875—and, consequently, before the Judicature Acts came into operation—by the Court of Exchequer a commissioner to administer oaths. Mr. Jonas continued to practise as a solicitor until 1883, when he was struck off the rolls at the instance of the Incorporated Law Society. No steps were, however, taken to put an end to his commission, and he continued to act as a commissioner down to the present time. Upon the discovery by the defendant's solicitor that Mr. Jonas was no longer upon the rolls, the defendant took these proceedings to have the affidavit struck off the file. It was contended on the applicant's behalf that when Mr. Jonas ceased to practise as a solicitor his commission ceased, or, if it did not, that he had acted as the agent of the plaintiff's solicitor, contrary to ord. 38, r. 16; while, on the other side, it was urged that a writ of *superedeas* was necessary to determine the commission, and also that Mr. Jonas had not acted as agent.

STIRLING, J., in giving judgment, said that the original commission given to Mr. Jonas had disappeared, and he had been unable to produce it, but it had not been superseded; it had, however, been ascertained by inquiry among the officers of the Queen's Bench Division that there was no doubt that the commission was in the form which was in common use before the Judicature Acts, and that it consequently continued in force during the pleasure of the court, and not merely during good conduct, or, in other words, that it lasted until it was revoked. Since the Judicature Acts the form of the commission had been altered, and the duration of such commissions was now limited to the period during which the commissioner continued to act as a solicitor. It appeared from the evidence that Mr. Jonas had continued to act as a commissioner since he had been struck off the rolls, and several other affidavits had been sworn before him in addition to the one in question. The question now was whether he could validly act as a commissioner. The contention on the part of the applicant was that there ought to be imported into the commission the words of the statute 22 Vict. c. 16, which enabled the Lord Chief Justices and the Lord Chief Baron, and the other justices and barons of the Courts of Queen's Bench, Common Pleas, and Exchequer respectively, to appoint and empower as many persons as they should think fit and necessary, "such persons being attorneys of the said courts respectively, and practising within ten miles of Serjeants'-inn Hall, or other fit and proper persons," to administer oaths, &c.; and it was said that by force of those words the duration of the commission was limited to the period during which the commissioner was practising as a solicitor. His lordship could not come to that conclusion. The limited duration of the commission was the pleasure of the Court of Exchequer, and in order to put an end to the commission it would have been necessary for that court to revoke it. That power was now, by the Commissioners for Oaths Act, 1889, vested in the Lord Chancellor, with whom it would now lie to revoke the commission, and his lordship had taken steps to bring the matter before the Lord Chancellor, and there was little doubt as to what the result would be. It did not seem right that a gentleman who had been struck off the rolls should continue to be a commissioner for taking oaths; but upon the question simply of the construction of the commission it appeared to his lordship to be very difficult to import into it the words "so long as he shall be an attorney of the courts," because, in the first place, the duration of the commission was expressed to be "so long as it shall please us," and, in the next place, the commission did not seem to be granted to the commissioner simply in his character of solicitor, because the right was not exclusively confined to persons in practice as solicitors, but any "fit and proper person" might be so appointed. The court was indebted to the applicant for calling attention to the circumstances of this case, but upon the evidence it did not appear to be established that Mr. Jonas was acting as the agent or correspondent of the plaintiff's solicitor within ord. 38, r. 16. His lordship, therefore, did not see his way to make any order, but considered that it was not a case in which the respondent ought to have any costs.—COUNSEL, *Graham Hastings, Q.C., and Oswald; Ashton Cross. SOLICITORS, R. Chapman; O. C. Kent.*

At the conclusion of the business of the court on Tuesday Mr. Justice Romer, addressing Mr. Napier Higgins, Q.C., the leader of Mr. Justice North's court, said: I believe, Mr. Higgins, this is the last case in which you will appear in these courts? Mr. Napier Higgins, Q.C.: I believe so, my lord. Mr. Justice Romer said: Then, will you allow me, as an old, old friend and former junior of yours—one who has known you for many years, and who is now very glad as a judge to be able to make these few observations—to express my hope, which I am sure is shared by all your old comrades at the bar, that in your retirement you may have many years of happy life, and may enjoy the repose you have so well earned by your long and distinguished career at the bar? Mr. Napier Higgins: I am much obliged to your lordship.

LAW SOCIETIES.**INCORPORATED LAW SOCIETY.****ANNUAL REPORT.**

We continue from p. 685 our extracts from the report of the council:—*Small Holdings Bill.*—The council reported upon this Bill, the object of which is to promote the formation of a class of peasant proprietors and cultivators of small holdings of land of not less than one acre and not more than fifty acres, by empowering local authorities to acquire and to sell or let land for the purpose, and to make advances to tenants to enable them to purchase their holdings. The Bill is permissive only. The council pointed out that the Bill does not appear to make adequate provision for recovery by the local authority of the payments to be made by the purchaser by way of interest on the three-fourths of the purchase-money, which are to remain a charge on the holding, nor for insuring the proper cultivation of the holding, nor for prohibiting waste, and that in the absence of such provision the land may easily be so deteriorated as to entail loss upon the local authority. They also suggested that provision should be made for insuring the due cultivation of the holding during the period of twelve months or more allowed to personal representatives for sale under the Bill. Certain provisions in the Bill are apparently intended to prevent land acquired by voluntary sale from a landowner from being used for the erection of public-houses or for carrying on offensive or dangerous trades or businesses, but under the powers given by another part of the Bill the local authority may sell what is called "superfluous land" free from any conditions or restraint. The council suggested that resale should not be allowed without the consent of the Local Government Board, nor should the restraint against the erection of public-houses or carrying on offensive or dangerous trades be removed without the consent of the person from whom such superfluous lands were purchased, and such person should have the same right of pre-emption as is given under the Lands Clauses Act, to adjoining owners of land. They also suggested that the local authority should not be entitled to repurchase the holding for any purpose except for public improvements, and even then, not without the consent of the Local Government Board. To give the local authority absolute compulsory powers to repurchase for building purposes, or because the land is capable of being used more profitably than as a small holding, might encourage jobbing by local builders, who are so frequently found to be active members of local boards, and defeat the very object of the Bill, which is to create a class of permanent small agriculturists. The Bill establishes compulsory registration of title to small holdings. This seemed in the opinion of the council to be reasonable, having regard to the limited interest of the owners and the restricted conditions of ownership, but they pointed out that no qualification for the office of registrar was prescribed, although his duties would necessarily require a knowledge of law. The council made many more suggestions on other matters of detail, and their report on the Bill was sent to the Attorney-General, the Solicitor-General, and other legal members of Parliament. The Bill has been dropped.

Notaries Bill.—On two occasions within the last few years resolutions were passed at general meetings of this society, to the effect that it would be desirable that steps should be taken to bring notaries under the same jurisdiction as is applicable to the solicitors of the Supreme Court. After much deliberation, the council prepared a Bill, which they introduced into the House of Lords in the year 1884, providing that this society should have the conduct of the examination of all persons applying to be admitted as notaries, who, it was proposed, should, like solicitors, be admitted by, and be subject to the jurisdiction of, the Master of the Rolls, and providing that there should be established a roll containing the names of all admitted notaries, to be kept by the registrar of solicitors, and proper provision was made for preserving certain vested interests. This Bill was introduced into the House of Lords by Lord Aberdare, and was supported by Lord Selborne, the then Lord Chancellor, but was thrown out on second reading. A year or two afterwards the council determined to introduce the measure into the House of Commons, but the exigencies of the time have rendered it inexpedient that they should do so. The subject has again been considered by the council, and their attention has been called to it by one of the provincial law societies. Before determining as to the course which they should take, the council, in order to obtain the views of the various provincial law societies as to the desirability of again going to Parliament, recently issued a circular asking for their opinion on the matter, and whether the council may rely upon their support.

Conveyancing Act, 1881, Amendment Bill.—The Conveyancing and Law of Property Act, 1881, Amendment Bill was introduced by Mr. T. H. Bolton, Mr. Warrington, Mr. Kimber, and Mr. H. P. Cobb, and provided for the repeal of sub-section 6 of the 14th section of the Conveyancing Act of 1881, under which relief cannot be obtained (1) against forfeiture of leases for breach of covenant against assigning or under-letting, or against condition for forfeiture by bankruptcy of the lessee, or by his interest being taken in execution; or (2) against the breach of a covenant or condition in a mining lease allowing lessor to have access to books, &c., or to enter or inspect the mine. The Bill also provides that all leases containing a covenant against assigning or under-letting should be deemed subject to a proviso that license should not be unreasonably withheld, and that no fine should be payable in respect of such license. The council considered the Bill, and came to the conclusion that they (as a body) would not either support or oppose the Bill, which has since been read a second time.

Companies Act Amendment Bill.—The council reported on this Bill, and forwarded their remarks to the Lord Chancellor, the law officers of the Crown, and the legal members of Parliament. They pointed out that the Bill sought to reintroduce the old practice of provisional registration,

introduced in the infancy of joint-stock company enterprise by the Act of 1844, which was found impracticable and was consequently repealed. They urged that the proposed system of provisional registration would enable doubtful companies to be formed without payment of stamp duty, and afterwards abandoned when they were not successful, thus at the same time prejudicing the revenue and encouraging the formation of bubble companies: that these considerations alone were sufficient to condemn the proposed measure, and that there were other serious objections to it. The Bill, like that introduced in 1888, on which the council then reported, appeared to have been framed on the assumption that companies which advertise prospectuses and invite subscriptions from the public for shares are the only companies to be considered, but its provisions would seriously prejudice the numerous private undertakings which, in order to facilitate family or business arrangements, avail themselves of the Companies Acts as the only means of carrying out their objects without the complications and risks incident to a partnership under the existing law. The Bill also apparently ignored the frequent cases in which a company is formed for the sole purposes of amalgamating two or more companies, or for the reconstruction, with extended or altered powers, of existing companies. The provisions of the Bill appeared, therefore, wholly inapplicable to the large and increasing number of companies which are formed to take over and carry on the business of private firms, and which are established simply because the businesses taken over are too large, and the separate interests in them too numerous, to permit of their being carried on otherwise than through the machinery of a company, which provides an easy form of transfer of interests, and obviates the long and complicated testamentary provisions necessary in the case of the death of a partner in a business of magnitude. The council felt that, had the provisions of this Bill been in force, it would have been impossible to establish and work many of the companies which have been formed for the purpose of taking over and working some of the most successful undertakings of the age. It is not thought likely that the Bill will become law this session.

Solicitors (Magistracy) Bill, 1891.—In their reports for 1889 and 1890, the council informed the members that they had petitioned in favour of a Bill the object of which was to make practising solicitors eligible as justices of the peace for any county, notwithstanding that they may practise within that county. The Bill has again been introduced this session in practically the same shape, and the council have again petitioned in its favour, pointing out that, although solicitors are now restrained from acting as justices in counties in which they practise, they may, nevertheless, act as such in boroughs, which appeared to be an anomaly for which no adequate reason exists. The council urged that it would be for the public advantage that men who have had a legal training, and who possess the knowledge and experience which solicitors acquire, both before admission and in the course of their practice, should not be restrained from administering justice in magisterial courts in their own counties. It was, however, added that it would be desirable that the Bill should contain a provision to the effect that any solicitor appointed to act as a justice for the county in which he carried on business should not, either directly or indirectly, by himself or his partner, practise in any court in which he might sit as a justice. This suggestion has been adopted, and a clause to that effect inserted in the Bill. The petition was placed in the hands of the Right Hon. H. H. Fowler, M.P., who presented it to the House of Commons. The Bill has been dropped.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 12th inst., Mr. Richard Pennington in the chair. The other directors present were Messrs. W. Beriah Brook, J. H. Kays, Sidney Smith, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £706 was distributed in grants of relief. Eleven new members were admitted to the association, and other general business was transacted.

LEGAL NEWS.

APPOINTMENTS.

Mr. HENRY DEANE, solicitor (of the firm of Deane & Hands), of Loughborough, has been elected President of the Leicester Law Society. Mr. Deane was admitted a solicitor in Michaelmas Term, 1862. He is coroner for the northern district of Leicestershire, clerk to the Commissioners of Taxes for the Hundred of West Goscote, clerk to the Loughborough District Highway Board, and a commissioner for oaths.

Mr. HENRY O'BRIEN O'DONOGHUE, solicitor (of the firm of O'Donoghue & Anson), of Bristol, Long Ashton, and Clevedon, has been elected President of the Somersetshire Law Society. Mr. O'Donoghue was admitted a solicitor in Hilary Term, 1857. He is clerk to the magistrates of Long Ashton Division, clerk to the Commissioners of Taxes, clerk to the highway board, clerk to the Bedminster Union and Assessment Committee, superintendent registrar, a commissioner for oaths, and a perpetual commissioner. Some years ago he was president of the Bristol Law Society, and as such was appointed an extraordinary member of the Council of the Incorporated Law Society for that year.

Mr. ROBERT WOODFALL, barrister, has been appointed a Revising Barrister on the South Wales Circuit.

Mr. WILLIAM LYMINGTON WILLIAMS, solicitor (of the firm of Williams & Edwards), of Wakefield, has been elected President of the Wakefield Law

Society. Mr. Williams was admitted a solicitor in Easter Term, 1873, after having passed the final examination with honours.

Mr. HENRY JOHN WHITEHEAD, solicitor (of the firm of Henry John Whitehead & Son), of Cambridge, has been elected President of the Cambridgeshire Law Society. Mr. Whitehead was admitted a solicitor in Michaelmas Term, 1850. He is treasurer to the borough of Cambridge and urban sanitary authority.

Mr. ARTHUR WIGHTMAN, solicitor (of the firm of Broomhead, Wightman, & Moore), of Sheffield, has been elected President of the Sheffield District Incorporated Law Society. Mr. Wightman was admitted a solicitor in Easter Term, 1865.

Mr. THOMAS COLBORNE, solicitor (of the firm of Colborne, Ward, & Colborne), of Newport, has been elected President of the Monmouthshire Law Society. Mr. Colborne was admitted a solicitor in Hilary Term, 1852. He is a commissioner for oaths and a perpetual commissioner.

Mr. WILLIAM COBBETT, solicitor (of the firm of Cobbett, Wheeler, & Cobbett), of Manchester, has been elected President of the Manchester Law Association. Mr. Cobbett was admitted a solicitor in Hilary Term, 1868.

Mr. RICHARD HENRY BARRETT, solicitor (of the firm of Barrett & Dean), of Slough, has been elected President of the Berks, Bucks, and Oxfordshire Law Society. Mr. Barrett was admitted a solicitor in Trinity Term, 1865. He is superintendent registrar, clerk to the guardians of Eaton Union, a commissioner for oaths, and a perpetual commissioner.

Mr. ARTHUR COPSON PEAKE, solicitor (of the firm of Bond, Barwick, & Peake), of Leeds, has been elected President of the Leeds Law Society. Mr. Peake was admitted a solicitor in May, 1877.

Mr. JOHN STUART CORBETT, solicitor (of the firm of Spencer, Corbett, & Evans), of Cardiff, has been elected President of the Cardiff Law Society. Mr. Corbett was admitted a solicitor in Michaelmas Term, 1867, after having passed the final examination with honours. He is clerk to the magistrates of Kibbin Division.

Mr. HERBERT BEHAN TAYLOR, solicitor (of the firm of C. W. & H. B. Taylor), of 31, Crutched-friars, E.C., has been appointed a Commissioner for Oaths. Mr. Taylor was admitted in January, 1885.

Mr. WILLIAM JACKSON PERKINS, solicitor, of Guildford, has been appointed Registrar of the County Court held at Guildford and Godalming (Circuit No. 43), in succession to the late Mr. H. F. Day, of Godalming. Mr. Perkins was admitted a solicitor in 1881, and was a Law Society's prizeman at the June honours examination of that year.

Mr. ARTHUR P. RUMBELow, solicitor, of 76, Finsbury-pavement, E.C., and 28, St. Mary's-road, Canonbury, has been appointed a Commissioner for Oaths. Mr. Rumbelow was admitted in July, 1884.

Mr. JOHN ALLINGTON HUGHES, solicitor, of Wrexham, has been elected President of the Chester and North Wales Incorporated Law Society. Mr. Hughes was admitted a solicitor in Trinity Term, 1859. He is clerk to the justices for the borough of Wrexham, a commissioner for oaths, and a perpetual commissioner.

Mr. WALTER STOREY, solicitor (of the firm of Storey, Bedford, & Willans), of Halifax, has been elected President of the Halifax Incorporated Law Society. Mr. Storey was admitted a solicitor in Michaelmas Term, 1863. He is a commissioner for oaths.

CHANGES IN PARTNERSHIPS.

DISSOLUTIONS.

JOSEPH HENRY POLLOCK CHITTY and HUGH ALEXANDER MARTIN, solicitors (Chitty & Martin), 10, New-court, Carey-street, London. July 1. The said Joseph Henry Pollock Chitty will from that date carry on the said business alone, under the style of Chitty & Martin.

THOMAS LISTER FARRAR and JAMES HALL, solicitors (Farrar & Hall), Manchester. June 30. The said Thomas Lister Farrar will in future carry on the said business under the style of Farrar & Co.

[Gazette, Aug. 7.]

GENERAL.

Sir Henry James, Q.C., M.P., on Monday entertained half of the members of the superintendent's staff at the Royal Courts of Justice to a day's outing at his country seat at Shoreham, Kent.

The movements of some leading legal personages are chronicled as follows:—Lord Halsbury has left London for Ross-shire; Sir Charles Russell, Q.C., M.P., has left town for Homburg, where he intends staying for about three weeks; and the Attorney-General has left town for the Orkney Islands, where he will pass a portion of the Long Vacation.

On Monday, says the *Times*, Mr. Justice Kekewich, addressing Mr. Marten, Q.C., and the other members of the bar present, said:—I am sorry to say that the list of witness actions with which we commenced the sittings has not been reduced by one trial. The reason is that, at the suggestion of counsel, I advanced three injunction cases to be heard with witnesses; they were very important cases, and cases that could not have been decided without having the witnesses here. Those three cases lasted altogether fifteen days, and ultimately one of them had to stand over. This prevented me from attacking the witness list. The further considerations have not been very long or numerous. I have got rid of eighteen of them. Besides that, I have got rid of three

"points of law," really equivalent to actions, and I have given up a good deal of time to the hearing of adjourned summonses in court, some of them being cases of great importance. I find I have disposed of seventy-seven of them, including seventeen from Lancashire. In chambers the numbers have mounted up. I have sat every Monday to hear chamber summonses, and have given up the afternoons of other days exclusively to chamber summonses from Lancashire. I find I have got through 354 chamber summonses altogether, including twenty-eight from Lancashire. Chamber business is increasing in importance almost daily. I am afraid we are not competent to overtake the business in the Chancery Division. I cannot say more, but it appears to me that the state of things requires much consideration.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CHITTY.—July 30, at 25, Devonshire-terrace, Hyde-park, the wife of T. Willes Chitty, Esq., of the Inner Temple, of a son.

PARKER.—Aug. 11, at 43, Thurlow-square, S.W., the wife of George M. Parker, Esq., barrister-at-law, of a daughter.

WRIGHT-TAYLOR.—Aug. 4, at 19, Courtfield-road, South Kensington, the wife of R. Wright-Taylor, of Lincoln's-inn, barrister-at-law, of a daughter.

MARRIAGES.

BICKFORD-SMITH-SKINNER.—July 30, at St. Mary Abbots, Kensington, Roanet Albert Henry Bickford-Smith, barrister-at-law, to Caroline Louisa Marianne (Carina) only daughter of J. E. Hilary Skinner, of the Northern Circuit.

DONALDSON-BREVE.—August 1, at the parish church, Albury, Surrey, James Thomas Gruning Donaldson, barrister-at-law, to Minnie, second daughter of the late John Bevis, Esq., of Broadwindsor, Dorset.

FOSTER-RAY.—July 30, at St. Margaret's Church, Lowestoft, Charles Blackwell Foster, second son of Francis G. Foster, solicitor, Norwich, to Emily Caroline Phyllis, younger daughter of James Ray, M.R.C.S., of Oakton Broad, Lowestoft.

HOSKING-READER.—June 3, at St. Paul's Cathedral, Wellington, N.Z., J. H. Hosking, of Dunedin, barrister, to Kathleen Charlotte Elmhirst, youngest daughter of the late Lieut.-Col. H. E. Reader.

MACBETH-IRVINE.—Aug. 6, at St. Ninian's Cathedral, Perth, James Currie Macbeth, B.L. Edin., solicitor, Dunfermline, to Medina, eldest daughter of W. W. G. Irvine, Tayside, Newburgh-on-Tay.

PRIESTLEY-PRICE.—July 30, at St. Edward's, Romford, Joseph Child Priestley, barrister-at-law, of the Inner Temple, to Annette Maud Warner, younger daughter of Ralph George Price, Esq., of Marshalls-park, Romford.

TRAPNELL-BADOCK.—July 30, at Holy Trinity Church, Westbury-upon-Trym, Harry C. Trapnell, LL. B., of Clifton, Bristol, to Edith Mary, younger daughter of William F. Badock, of Badminton House, Clifton, Bristol, and Southmead Manor, Westbury-upon-Trym.

WALTER-CARNE.—Aug. 1, at St. Peter's Streatham, Arthur James Walter, of the Inner Temple, to Florence Maune Carver, daughter of the Rev. Alfred J. Carver, D.D., of Lynnhurst, Streatham-common, Hon. Canon of Rochester, and late Master of Dulwich College.

DEATHS.

KRENE.—Aug. 1, Thomas Krene, of 36, Brunswick-square, and 15, Seething-lane, E.C. Solicitor, aged 56.

SMITH.—Aug. 3, at Ashby-de-la-Zouch, William Edward Smith, Solicitor, aged 73.

THOMAS.—Aug. 5, at 1, Prince's-square, W., Theodore Thomas, barrister-at-law, of Lichfield, aged 54.

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, opposite Town Hall, Victoria-street, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

VANITY FAIR CARTOONS.—A few Complete Sets of the Judges that have appeared in *Vanity Fair* to date are still to be had on application to the Publisher. There are 36 Cartoons in all. Price, per Set, £7 10s. Offices, 182, Strand, London, W.C.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, Aug. 7.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CAMERON FREEHOLD LAND AND INVESTMENT CO. LIMITED.—By an order made by Stirling, J., dated June 6, it was ordered that the voluntary winding up of the company be continued. Saunders & Co, Coleman st, solors for petner

HART BROTHERS, LIMITED.—Creditors are required, on or before Sept 22, to send their names and addresses, and particulars of their debts or claims, to Thomas Mortimer, 100, King st, Manchester. Addleshaw & Warburton, Manchester, solors for liquidator.

PERLAL COAL AND IRON CO. LIMITED.—Petn for winding up, presented Aug 4, directed to be heard before the Vacation Judge on Wednesday, Aug 19. Mackrell & Co, Cannon st, agents for Wragge & Co, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 18

London Gazette.—TUESDAY, Aug. 11.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BURNES AYRES WATER SUPPLY AND DRAINAGE CO. LIMITED.—Creditors are required, on or before Oct 31, to send their names and addresses, and particulars of their debts or claims, to Henry Riversdale Grenfell, Gresham House, Old Broad st. Bompas & Co, Great Winchester st, solors for liquidators

GUADALCÁZAR QUICKSILVER MINES, LIMITED.—Petn for winding up, presented August 6, directed to be heard on Aug 19. Douglas Norman & Co, New court, Carey st, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 18

NORTHWICH SALT CO. LIMITED.—Petn for winding up, presented Aug 6, directed to be heard on Aug 19. Williamson & Co, Sherborne lane, solors for petners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of Aug 18

THE SOUTH AFRICAN DEVELOPMENT SYNDICATE, LIMITED.—Creditors are required, on or

before Aug 31, to send their names and addresses, and the particulars of their debts or claims, to William Nichols Thomas and Arthur Wyatt, 68, Leadenhall st

FRIENDLY SOCIETIES DISSOLVED.

COURT ASTWRETES, Ancient Order of Foresters Friendly Society, White Horse Hotel, Church st, Whitley, Yorks. Aug 6

OLD HOLLY BUSH SOCIETY, New Star Tavern, Coventry, Warwick. Aug 7

SUSPENDED FOR THREE MONTHS.

ARTIZANS' FRIENDLY SOCIETY, Uppingham, Rutland. Aug 6

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 31.

BOCK, MARY ANN, Beckenham, Kent. Oct 1. Hersee v Gibbs, North, J. Naylor, Copt-hall st

PEAKE, JAMES DALE, Stoneyfields, near Newcastle under Lyme, American Merchant. Sept 1. Meigh v Pooke, Kekewich, J. Paddock & Sons, Hanley

STANFIELD, JOHN, Milner Road, Sowerby Bridge, York, Manufacturer. Aug 21. Smith v Stanfield, Chitty, J. Evans, Halifax

London Gazette.—TUESDAY, Aug. 4.

TONGE, MORRIS, Witham House, Harrow on the Hill, Doctor of Medicine. Sept 12. Tonge v Tonge, Chitty, J. Miller, Savile row, Burlington gardens

London Gazette.—FRIDAY, Aug. 7.

EVANS, EVAN, Pendre, Llanddewi, Aberarth, Cardigan, Coal Merchant. Sept 22. Evans v Evans, Stirling, J. Jones, Quality st, Chancery lane

Hudson, Thomas, Colombo, Ceylon. Oct 1. Harris v Hudson, Chitty, J. Joseph, Fenchurch st

London Gazette.—TUESDAY, Aug. 11.

HILL, WILLIAM, Audlem, Chester, Gent. Oct 1. Lisle v Hill, Kekewich, J. Lisle & Whiteley, Nantwich

ROBERTS, DAVID, Cefnycoed, Llanfaintffraid, Montgomery, Farmer. Sept 8. Evans v Jones, North, J. Longueville & Co, Oswestry

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, July 31.

BAERTENS, CHARLES MICHAEL, Woodstock rd, Shepherd's Bush, Esq. Aug 31. Saunders & Co, Coleman st

BAIRSTOW, ANN, Harrogate. Sept 1. Beldon & Ackroyd, Bradford

BAKER, GEORGE RICKARD, Hemaby, Norfolk, Esq. Aug 21. Fosters & Burroughes, Norwich

BATTERSBEE, CHARLES, Wheatstone rd, North Kensington, Money Lender. Sept 12. French, Marylebone rd

BINKS, JOHN, South Shields, retired Assistant Overseer. Sept 1. Young & Green, South Shields

BODMAN, JOSEPH BAKER, Castor, Northampton, retired Surgeon. Sept 1. Percival & Son, Peterborough

BOSTON, WILLIAM, Aston, nr Birmingham. Sept 14. Tarleton & Butlin, Birmingham

BOWEN, MARGARET, Albert st, Regent's pk. Aug 28. Ford & Co, Bloomsbury sq

BOYCE, CAROLINE, Cambridge sq. Aug 27. Gadsden & Treherne, Bedford row

CADDICK, MARY, Adeline terr, Milton rd, South Tottenham. Sept 8. Nield, Monument Station bldgs

CARR, MARY, Walker gate, Northumbria. Sept 12. Stanton & Atkinson, Newcastle upon Tyne

CATES, GEORGE FREDERICK, Ringmore Shaldon, nr Teignmouth, Devon, formerly Commander in P. and O. Co. Sept 12. Smith & Gorrings, Farnival's inn

CHAMBERLAIN, EMMA, Minehead, Somerset. Aug 30. Hole, Minehead

COCKING, JANE COULSTON, Friern rd, East Dulwich. Aug 31. Jobson, Lincoln's inn fields

DAVIES, MARY, Llanarthney, Carmarthen. Aug 21. Browns, Carmarthen

DIGBY, LUCY MABELLA WINGFIELD, Malvern Wells. Aug 31. Bennett & Co, Lincoln's inn

FELLOWS, TITUS, Great Wyrley, Staffs, Gent. Aug 31. Walker & Son, Wolverhampton

FOUNTAIN, JOSHUA, Leipsic rd, Camberwell. Aug 22. Dallimore, Camberwell New rd

FROGGATT, JOHN, Nottingham, Cotton Spinner. Sept 29. Watson & Co, Nottingham

GRAHAM, WILLIAM, Westbourne pk, Gent. Sept 29. Gordon & Son, Lincoln's inn fields

HANSON, JOHN, Wesley place, Yorks, Gent. Sept 1. Beldon & Ackroyd, Bradford

HAYSON, WILLIAM, Bittern, Southampton, Gent. Aug 30. Watts, Southampton st, Strand

HINDLEY, JULIA ISABELLA, Sutton Coldfield, Warwick. Aug 31. Holbeche & Addenbrooke, Sutton Coldfield

HODGSON, BENJAMIN, Bishopwearmouth, Durham, Gent. Sept 23. Wilford, Sunderland

HOGG, ANNIE, Southport. Sept 1. W & W C Hannay, Leamington

HOWARD, SARAH, Lakenham, Norwich, Baker. Aug 15. Coaks & Co, Norwich

JONES, PROBENDARY DAVID, Bishopston Rectory, nr Swansea. Aug 31. Collins & Woods, Swansea, or Jones, Walbrook

LEADBEATER, JOHN, Haudsworth, Yorks, Joiner. Sept 1. Watson & Co, Sheffield

LEARMOUTH, JOHN WILLIAM, St James' pl, Gent. Aug 22. Upton & Co, Austinfriars

LEWIS, ROY SAMUEL SAVAGE, Cambridge, Fellow and Librarian of Corpus Christi College. Oct 31. Foster, Cambridge

MARKLAND, WILLIAM, King's Heath, Worcs. Sept 14. Tarleton & Butler, Birmingham

MICKLETHWAIT, EMILY ELIZABETH, Upper Brook st, Grosvenor sq. Aug 21. Foster & Buttroughes, Norwich

OLIVO, BEATRICE, Higher Broughton, Salford. Sept 8. A & G W Fox, Manchester

PALMER, FANNY, Ringwood, Southampton, Hotel Proprietress. Sept 1. Johns, Ringwood

PARTRIDGE, ELIZA, Dunsmuir rd, Stoke Newington. Aug 11. Harcourt & Son, Basinghall st

PERKINS, HENRY, Hillingdon rd, Hillingdon, Gent. Sept 11. Gardiner & Son, Uxbridge, and John st, Adepth

RIDSDALE, ELIZA MARIA, Sevenoaks, Kent. Aug 21. Ingledew & Co, Fenchurch st

ROGER, JANE, Weston, nr Ross, Hereford. Oct 1. Austin & Austin, Union ct, Old Broad st
 SCHOFIELD, THOMAS, Ashton under Lyne, Agent. Sept 1. Whitworth, Ashton under Lyne
 SHAW, SOPHIA, Raaholiffe Hill, Huddersfield. Aug 20. Wilmshurst, Huddersfield
 SMITH, JAMES, Bishopwearmouth, Durham, Surgeon. Sept 28. Wilford, Sunderland
 TAYLOR, HENRY ITHELL, Tunstall, Staffs. Sept 1. Llewellyn & Aekrill, Tunstall
 VALKS, JOHN, Easton st, Clerkenwell, Builder. Aug 31. Howard & Shelton, Tower chmbrs, Moorgate
 WADDINGTON, MARY, Milnrow, nr Rochdale. Aug 28. Molesworth & Cheetham, Rochdale
 WALL, THOMAS, Edgware, Clerk in Holy Orders. Sept 16. Crosse & Sons, Lancaster pl, Strand
 WARD, FRANCES JANE, Longbridge, Deverill, nr Warminster, Wilts. Aug 31. Robins & Co, Lincoln's inn fields
 WELBOURN, WILLIAM BROWN, Nottingham, Estate Agent. Sept 29. Watson & Co, Nottingham
 WENHAM, LAURA, Barking, Essex. Sept 29. Capron, St Swithin's lane
 WILKINSON, ROBERT, Appledore, Devon, retired Master Mariner. Sept 1. Rooker & Bazeley, Bideford
 WOOD, THOMAS, Bowdon, Cheshire, Gent. Sept 12. Hedgcock & Ducker, Manchester
 YELDHAM, JOSEPHINE SARAH, The Gardens, Hammersmith. Sept 30. Blachford & Co, Abchurch lane

London Gazette.—TUESDAY, Aug. 4.

BARKER, GEORGE RICHARD, Hemsby, Norfolk, Esq. Aug 21. Posters & Burroughes, Norwich
 CHAMBERLAIN, EMMA, Minehead, Somerset. Aug 30. Hole, Minehead
 COOPER, MARY ANN, Nottingham. Sept 4. Heath & Sons, Nottingham
 DILLON, GRACE, The Avenue, St Margaret's, East Twickenham. Sept 26. Diggles & Ogden, Manchester
 DUDGON, PHILIP MAURICE, Bath, Esq. Sept 15. Smith & Co, Ashby de la Zouch
 FOSTER, JOSEPH, Denholme, Bradford, retired Grocer. Sept 1. Land & Foster, Halifax
 GIBB, WILLIAM EDWARD, Beckenham, Kent, Colonel Indian Army. Sept 11. Burch & Co, Spring gardens
 GOULDSBROUGH, ANN, Selby, Yorks. Sept 30. Weddall & Co, Selby
 GOULDSBROUGH, THOMAS, Selby, Yorks, Sailmaker. Sept 1. Weddall & Co, Selby
 GRAY, ANN, Wolverhampton. Aug 12. Thorneycroft, Wolverhampton
 GREENING, WILLIAM, Josephine avenue, Brixton rise, retired Wholesale Bookbinder. Aug 31. Simpson & Co, Three Crown sq, Southwark
 HADLEY, ENOCH, Reading, Gent. Oct 31. Sanders, Bromsgrove
 HALL, ELIZABETH, Pinstone Hall, nr Pontefract. Sept 12. Sangster & Coleman, Pontefract
 HARVEY, JAMES, Camden rd, Livery stable Keeper. Sept 11. S Price & Son, Walbrook
 HELPS, CATHERINE HARRIET, Redcliffe grdns, South Kensington. Sept 16. Wood & Co, Raymond bldgs, Grays inn
 HAYWARD, JAMES, Southport, Gent. Sept 1. Welsby & Smallshaw, Southport
 HODGSON, JOHN, Whirlpippin, Wicham, Cumbria, Yeoman. Sept 7. Butler, Broughton in Furness and Millom
 HOWARD, WILLIAM SUDBURY, Nottingham, Miner. Aug 15. ES Howard, 6, Spencer terr, Beaconsfield st, Nottingham
 KNIGHT, MARIA, Richmond, Surrey. Sept 2. Durham, Kingston upon Thames
 MICKLETHWAIT, EMILY ELIZABETH, Upper Brook st, Grosvenor sq. Aug 21. Posters & Burroughes, Norwich
 MOULES, GEORGE, Church rd, Sutton, Esq. Aug 31. Hughes & Co, New Broad st
 PHILLIPS, MARY, Penrallitybwr, St Dogmells, Pembro. Aug 31. Jenkins & Evans, Cardigan
 PHILLIPS, RICHARD JONES, Penrallitybwr, St Dogmells, Pembro. Aug 31. Jenkins & Evans, Cardigan
 SANDS, SARAH ANN, Tonbridge, Kent. Oct 1. Palmer & Wardley, Tonbridge
 SATTERTHWAIT, THOMAS EDMONSON STEDMAN, Ashbourne, Derby, Gent. Sept 1. Sharp & Son, Lancaster
 THOMAS, HENRY, Weston super Mare, Gent. Sept 30. Coleman & Co, Birmingham
 TUNELLY, THOMAS, Ashton under Lyne, Innkeeper. Aug 31. Pownall, Ashton under Lyne
 WALMSLEY, GEORGE, Oswaldtwistle, Lancs. Sept 1. Parker & Ayre, Manchester
 WICKENS, SARAH, Southborough, Kent. Sept 8. Buss, Tunbridge Wells
 WILSON, JAMES, Reigate, Surrey, Merchant. Sept 15. Sladen & Wing, Del ay st, Westminster
 WOOTTON, ELIZA, Worcester. Sept 30. Stallard & Son, Worcester

London Gazette.—FRIDAY, Aug. 7.

APPLETON, WILLIAM, Sandon, Yorks, Farmer. Sept 26. Robson, Pocklington
 ARMITAGE, FANNY HENRIETTE, Stone, Staffs. Aug 31. Paddock & Sons, Hanley
 ATTWOOD, JANE, Gordon rd, West Ealing. Sept 15. Humphrys, Hereford
 BATES, GEORGE, Kettering, Northampton, formerly Auctioneer. Sept 4. Snow & Atkins, Birmingham
 CALVERT, FREDERICK, Inner Temple, Q.C. Sept 30. Western & Sons, Essex st, Strand
 CLATWORTHY, JOHN, Hawkridge, Somerset, Farmer. Sept 15. Hole, Minehead
 COLLINS, MARGARET, Chiddingfold, Sussex. Sept 10. Fardell & Canning, Mitre chmbrs, Temple
 CONDY, WILLIAM, Plympton, Devon, Butler. Aug 16. Bickle, Plymouth
 COULSON, WILLIAM, Newington, Kingston upon Hull, Commission Agent Sept 18. Pettigall & Thorp, Hull
 DALE, CHARLES WILLIAM, York, Provision Dealer Sept 8. Spink & Brown, York
 FREEMAN, ELIZABETH ANNE, Hove, nr Brighton Aug 22. Sandilands & Co, Fenchurch avenue
 GIBBER, EDWARD, Aston juxta Birmingham, retired Gunmaker Sept 1. Buller & Cross, Birmingham
 JENES, JAMES LEWIS, Wanstead, Essex, Gent. Sept 5. Simpson & Co, Moorgate st
 JENKINS, DAVID JAMES, Whittington avenue, Shipowner Aug 31. Griffith & Co, George st, Mansion House
 JOHNSON, ARTHUR, Banbury, Oxon, Wine Merchant Aug 10. Stockton & Son, Banbury
 JONES, WILLIAM, Portmadoc, Carnarvon, Sailmaker Aug 31. Lloyd & Co, Cricieth
 KEELING, JOHN, Digbeth, Birmingham, Fishing Tackle Maker Sept 29. Coley & Coley, Birmingham
 LEIGH, JOHN, Aspull, Lancs, Cotton Spinner. Sept 15. Ackerley & Son, Wigan
 MALLOTT, JAMES, Kenninghall, Norfolk, Carpenter. Sept 7. Clowes, Attleborough
 McLAUGHLIN, PATRICK, St Helens, Machine Clerk. Sept 1. Thomas, St Helens

ODGEN, JAMES, Hanley, Staffs, Joiner. Aug 31. Paddock & Sons, Hanley
 O'SHEA, MARGARET, Burbage Hall, Leics. Sept 18. Turner, Bedford row
 PEAK, THOMAS, Ashton under Lyne, Coach Proprietor. Oct 1. Whitworth, Ashton under Lyne
 PHILPOT, EDWARD JAMES, New Broad st, Merchant. Sept 29. Barlow & James, Lime st
 PICTON, ESTHER, Mydrim Village, Mydrim, Carmarthen. Sept 1. Browne, Carmarthen
 PIERCE, THOMAS, Southport. Sept 30. Buck & Co, Southport
 PIGOOTT, MARY, Derby. Sept 10. J & W H Sale, Derby
 RENSHAW, JOSEPH CHARLES, Southport, retired Manager. Oct 30. Leach, Manchester; Diggles & Ogden, Manchester
 ROSSALL, ISABEL, Waterloo, Lancs. Sept 1. Nicholson, Liverpool
 ROWLEY, HENRY WILLIAM, Sevenoaks, Kent, Grocer. Sept 15. Garrett, Gt James st, Bedford row
 RUSHTON, FANNY, Thornton, Bradford. Sept 1. Farrer, Bradford
 SAMPSON, HENRY, Wine Office ct, Fleet st. Aug 31. Watson & Co, Bouverie st, Fleet st
 STEPHENS, MARY, Cheltenham. Sept 15. Bridges & Co, Red Lion sq
 STOTT, ELLIS, Bailiff Bridge, nr Brighouse, Cotton Spinner. Sept 1. Farrar, Bradford
 STOW, JOHN, Blackburn, Bread Baker. Aug 17. Sutcliffe & Sons, Burnley
 WILKS, GEORGE, Sheffield, Steel Manufacturer. Sept 9. Vickers & Co, Sheffield
 WITHEES, WILLIAM SHELDON, Stockton on Tees, Bread Manufacturer. Sept 1. Trotter, Stockton on Tees
 WOOD, SAMUEL, Astley Bridge, nr Bolton, Gent. Sept 4. Balshaw & Hodgkinson, Bolton

London Gazette.—TUESDAY, Aug. 11.

ASHTON, HARRY, Sheffield, Tailor. Sept 11. Watson & Co, Sheffield
 BAILEY, JOHN ALLANSON, Weston, nr Bath, Clerk in Holy Orders. Sept 15. Brice, Bridge water
 BARKER, ALFRED, Miranda rd, Upper Holloway. Sept 21. Jennings, Patahull rd, Kentish Town
 BARRET, HANNAH AUGUSTA, Clifton gardens, Maida vale. Sept 29. Skewes-Cox & Co, Lancaster place, Strand
 BENTLEY, SELINA, High rd, Chiswick. Sept 30. Watkins & Co, Sackville st, Piccadilly
 BIRD, WILLIAM LIONEL, Uxbridge rd, Chemist. Sept 7. Hamond, Lincoln's inn fields
 BLAKE, CHARLES WILLIAM, Manor gardens, Holloway, Journalist. Sept 15. Neave, Cheapside
 BROADHEAD, MARY, Macclesfield. Sept 12. Mair & Blunt, Macclesfield
 BROUGHTON, JOHN DELVES, Kingswood, nr Bristol, retired R.M.L.I. Sept 19. Wynne & Son, Lincoln's inn fields
 BROWN, MINNIE HELEN, Porchester, Hants. Sept 15. Stevens & Co, Witham, Essex
 BURTON, ELLEN, Birkdale, Lancs. Sept 4. Tyrer & Co, Liverpool
 CLATWORTHY, JOHN, Hawkridge, Somerset, Farmer. Sept 15. Hole, Minehead
 COOMES, HENRY AUGUSTUS, Lamb's Conduit st, Bloomsbury, Gent. Dec 31. Wright & Pille, Bedford row
 DAWSON, LAWRENCE, Market Rasen, Lincs, Gent. Sept 25. Rhodes, Market Rasen
 DINHAM, THOMAS HENRY, Battersea, Surrey, Plumber. Sept 30. Young, St John's hill, Clapham Junction
 DUNN, SAMUEL, Worcester, Cooper. Sept 29. F & H Corbett, Worcester
 EMERY, GEORGE, Davenry, Northampton, Farmer. Sept 29. Burton & Willoughby, Davenry
 EVELIGH, JOHN DAVY, Lower John st, Golden sq, Military Outfitter. Sept 29. Rundle & Hobrow, Portland House, Guildhall bldgs
 FOWLER, GEORGE, Stone, Berkeley, Glos, Baker. Sept 18. Crossman & Co, Thornbury
 GILL, WILLIAM, Stockton on Tees, Butcher. Sept 7. Hunton & Hunton, Stockton on Tees
 HAMMOND, RACHEL, Cheetham Hill, Manchester. Aug 31. Hanchett, Manchester
 HARRISON, WILLIAM PHILIP, Knutsford, Chester, Doctor of Medicine. Oct 10. Ashworth & Inman, Manchester
 HAYNES, JOHN, Leeds, Cashier. Sept 19. E M Jones & Son, Leeds
 HEWETT, GEORGE, Farnham, Surrey, Dealer. Sept 20. Hollett & Co, Farnham
 HUNT, WILLIAM, Morley, Derby, Farmer. Sept 20. J & W H Sale, Derby
 JANSSON, SARAH, Liverpool. Sept 23. Bateson & Co, Liverpool
 JEANS, WILLIAM, St Thomas the Apostle, Devon, Traveller. Sept 16. J. & S. P. Pope, Exeter
 LATHAM, AMELIA, Macclesfield. Sept 12. Mair & Blunt, Macclesfield
 LEVER, LYDIA, Fulham pl, Paddington. Sept 7. Davie, New inn, Strand
 McMAHON, ELOISE, Mornington rd, Regent's pk. Nov 1. W. H. Elsworth, Harrington st, Hampstead rd
 MORRELL, JOHN DANIEL, Fitzjohn's avenue, Hampstead, M.A., LL.D., retired School Inspector. Oct 10. Scott & Spalding, Queen st, Queen Victoria st
 NICOLL, ARTHUR, Cowleaze House, Hendon, Esq. Oct 1. Young & Co, Essex st, Strand
 PALMER, JOHN HENRY, Solihull, Warwick, Physician. Sept 14. Jaques & Sons, Birmingham
 PAYNE, FREDERICK WYNDHAM, Kirkdale, Clapham Common, Esq. Sept 19. Miller & Co, Savile row, Burlington grdns
 PETERKOWSKY, MYERS, Wakefield, General Dealer. Aug 15. Lodge, Wakefield
 PETERS, EDWARD, Alphington, Devon, Gent. Sept 16. J. & S. P. Pope, Exeter
 ROBERTSON, GEORGE, Birkenhead, Joiner. Sept 10. Newman & Kent, Liverpool
 ROBINSON, MICHAEL, Rasen, Lancs, Grocer. Sept 25. Rhodes, Market Rasen
 ROUGHTON, MARIA, Eastbourne. Sept 7. Colos & Co, Eastbourne
 SCHOLES, GEORGE BARTON, Esq. Sept 29. Darbishire & Co, Manchester
 SOUTHAL, ANNE, Leominster. Aug 20. Southall, Leominster
 SOUTHAL, MARY ANN, Leominster. Aug 20. Southall, Leominster
 STONE, RICHARD GOODFELLOW, Faversham, Timber Merchant. Sept 27. Carr, High Holborn
 STOPFORTH, JAMES, Gt Lever, nr Bolton, Farmer. Sept 21. Russell, Bolton
 STOPFORTH, WILLIAM, Upholland, Lancs, retired Publican. Sept 10. Peace & Ellis, Wigan
 TAPLING, THOMAS KEAY, Dulwich, Surrey, M.F. Sept 18. Howlett & Clarke, Brighton
 TILL, ELIZA, Caversham, Oxon. Oct 11. Brain & Brain, Reading
 VAUX, EMILY, Shenley, Herts. Sept 29. Sykes, Old Broad st
 WILCOX, WILLIAM, Weston super Mare. Oct 6. Baker & Co, Weston super Mare
 WILSON, HENRY, Holbeck, Leeds, retired Shopkeeper. Oct 1. Middleton & Sons, Leeds
 WOODCOCK, GEORGE, Coventry, Solicitor. Sept 30. Woodcock & Co, Coventry

BANKRUPTCY NOTICES.

London Gazette.—Friday, Aug. 7.

RECEIVING ORDERS.

ALBUT, ALFRED HERBERT, Birmingham, Provision Dealer
Birmingham Pet July 18 Ord Aug 5

ANDREWS, EDGAR, Downsell rd, Wanstead Slip, Member of
Wanstead School Board High Court Pet July 13 Ord
Aug 4

BALDWIN, JOHN HINDLE, Bradford, Fruiterer Bradford Pet
Aug 4 Ord Aug 4

BEDFORD, GEORGE, Cardiff, Commission Agent Cardiff Pet
Aug 4 Ord Aug 4

BILES, GEORGE THOMAS, Stochford, Yardley, Worcs,
Carriage Builder Birmingham Pet Aug 4 Ord
Aug 4

BRIDGES, HARMAN, Dover, Saddler Canterbury Pet Aug 4
Ord Aug 4

BROWN, WILLIAM GEORGE, Gloucester, Cashier G W Ry
Goods Dept Gloucester Pet Aug 1 Ord Aug 1

BUTTERWORTH, JAMES EDWARD, Stockport, Firelight Manu-
facturer Stockport Pet Aug 4 Ord Aug 4

COLE, WILLIAM HENRY, Dawlish, Devon, House Decorator
Exeter Pet Aug 4 Ord Aug 4

COTTAM, JAMES, Risley, Lancs, Farmer Bolton Pet Aug 4
Ord Aug 4

DALE, ROBERT, Lozells, Birmingham, Hatter Birmingham
Ord July 31 Ord Aug 4

DE LEEUVILLE, WILLIAM REWE, Marquis, Piccadilly, Journal-
ist High Court Pet Aug 4 Ord Aug 5

DICKSON, CHARLES PHILIP, Bishopsteignton, Devon Exeter
Pet June 18 Ord Aug 4

FEAR, EDWARD JOHN COLSTON, Loughborough mansions,
Brixton, Journalist High Court Pet Aug 4 Ord
Aug 4

FELL, FREDERICK OFFER, Almsdale, nr Southport, Mechani-
cal Engineer Ulverston and Bawton in Furness Pet
Aug 4 Ord Aug 4

FREEMAN, THOMAS WILLIAM, Thomas st, Limehouse, Cooper
High Court Pet Aug 4 Ord Aug 4

GAUTHIER, HONORE LUCIEN, and ROBERT JULES GAUTHIER,
Vauxhall Bridge rd, Greengrocers High Court Pet
Aug 5 Ord Aug 5

JONES, JOHN SMITH, Butry Port, Carmarthenshire, Draper
Carmarthen Pet Aug 1 Ord Aug 1

KENNEDY, THOMAS, Plymouth, Builder East Stonehouse
Pet Aug 4 Ord Aug 4

KNIGHT, HANNAH, Halestead, Essex, General Factor Col-
chester Pet Aug 1 Ord Aug 1

LEASK, NATHANIEL, Harley rd, South Hampstead, formerly
Schoolmaster High Court Pet Aug 5 Ord Aug 5

MACKENZIE, ANDREW, Maryport, Cumbria, Builder
Cockermouth and Workington Pet July 20 Ord
July 30

MARTIN, GEORGE, Manningham, Bradford, Cardmaker's
Agent Bradford Pet Aug 5 Ord Aug 5

MATTHEWS, WALTER, Webb's rd, Battersea Rise, Surrey,
Assistant to a Milk Seller Wandsworth Pet Aug 4
Ord Aug 4

MORRENTIAL, FREDERICK, Maddox st, Regent st, Capt in
Yorkshire Regiment High Court Pet Aug 5 Ord
Aug 5

MOTT, CHARLES FREDERICK, Riverside, Twickenham
Brentford Pet July 4 Ord Aug 4

PALMER, GERALD, King William st, Secretary to a Public
Company High Court Pet May 1 Ord May 20

PEARCE, WALTER HILL, Woolwich, Dairyman Greenwich
Pet July 30 Ord July 30

PICKSTONE, BRIGHTON, Manchester, Butcher Merchant Man-
chester Pet Aug 4 Ord Aug 4

POCKLINGTON, CHARLES, The Mall, Ealing, Stationer Brent-
ford Pet July 31 Ord July 31

RUSSELL, JOHN, Whitehaven, Iron Merchant Whitehaven
Pet July 31 Ord July 31

SAIFE, BARNEED, Leeds, Tailors' Trimming Merchant Leeds
Pet July 30 Ord July 30

SHEPHERD, WILLIAM HENRY, Ramsgate, Boot Maker Can-
terbury Pet Aug 4 Ord Aug 4

SMITH, HENRY, HARRY SMITH, and THOMAS SMITH, Hipper-
holme, nr Halifax, Quarry Owners Halifax Pet Aug
5 Ord Aug 5

SYMMONS, WILLIAM, Durham rd, Seven Sisters rd, Carpenter
High Court Pet Aug 5 Ord Aug 5

TERRY, TOM, Sandiacre, Derbyshire, Clerk Derby Pet July
31 Ord July 31

WARDLE, GEORGE, the younger, Haslemere, Surrey, Builder
Guildford and Godalming Pet Aug 4 Ord Aug
4

WICKENDES, WILLIAM HENRY, Wells, Somerset, Con-
fectioner Wells Pet July 31 Ord Aug 4

WILLIAMS, DAVID FREDERICK, Manchester, Boot Dealer
Manchester Pet Aug 4 Ord Aug 4

The following amended notices are substituted for those pub-
lished in the London Gazette, Aug. 4.

HURDING, GEORGE JOHN, Bath, Boot Salesman Bath Pet
July 31 Ord July 31

TURTON, WILLIAM, Nottingham, Commercial Traveller
Nottingham Pet July 15 Ord July 29

FIRST MEETINGS.

ANDERSON, JOSEPH, Brockley, Kent, Draper Aug 17 at 12
Bankruptcy bldg, Portugal st, Lincoln's inn

BAILY, ALFRED HEAD, Laurence Pountney Hill, Printer
Aug 18 at 12 33, Carey st, Lincoln's inn

BALDWIN, JOHN HINDLE, Bradford, Fruiterer Aug 19 at 11
Off Rec, 31, Manor row, Bradford

BARTHAM, LIONEL WILLIAM, Featherstone bldg, Holborn,
Licensed Victualler Aug 30 at 1 33, Carey st, Lincoln's
inn

BURFORD, F, 6t Cambridge st, Hackney rd, Box Manu-
facturer Aug 18 at 11 33, Carey st, Lincoln's inn

BURTON, JOHN, Whistly, York, Farmer Aug 18 at 2.30
Off Rec, Pink lane, Newcastle on Tyne

COLE, WILLIAM HENRY, Dawlish, Devon, House Decorator
Aug 15 Off Rec, 13, Bedford cir, Exeter

COTTAM, JAMES, Risley, Lancs, Farmer Aug 17 at 2.30
Blue Bell Inn, Horsemarket st, Warrington

CRIVER, WALTER, Upper John st, Golden sq, Manufacturer's
Agent Aug 18 at 1 33, Carey st, Lincoln's inn

DELANEY, JOHN ALFRED, Wednesday, Ironmonger Aug 31
at 11 Off Rec, Walsall

DORRAN, WILLIAM, Bowness, Westmrd, Joiner Aug 15 at
11 Off Rec, 120, Highgate, Kendal

EVANS, EDWIN, Farnham, Hants, Grocer Aug 24 at 3.30
Off Rec, Cambridge Junction, High st, Portsmouth

GILES, HENRY, and JOSEPH HENRY GILES, East Barnet,
Herts, Grocers July 24 at 12 Off Rec, 95, Temple
chambers, Temple avenue

HANCOCK, ALFRED J, late of Abergavenny, Mon, Auctioneer
Aug 18 at 12 Off Rec, 65, High st, Merthyr Tydill

HULME, SAMUEL, Manchester, Oil Merchant Aug 13 at 3
Off Rec, Ogden's chambers, Bridge st, Manchester

IVENS, JOHN, Litchborough, Northamptonshire, Cattle
Dealer Aug 15 at 12.30 County of bldg, Northamp-
ton

JACKSON, HARRY ROBERT CHARLES BUCHANAN, Moss Side,
Manchester, late Beerhouse Keeper Aug 14 at 2.30
Off Rec, Ogden's chambers, Bridge st, Manchester

JONES, FREDERICK, Church Hill rd, Walthamstow,
Builder Aug 19 at 12 Bankruptcy bldg, Portugal st,
Lincoln's inn

KILLEY, RICHARD GEORGE HENRY, Sibbington st, Somers
Town, Licensed Victualler Aug 29 at 12 33, Carey st,
Lincoln's inn

MORRY, CHARLES, Southsea, Builder Aug 21 at 3 Off Rec,
Cambridge jctn, High st, Portsmouth

NETTLETON, FRANK MASSIE, Horbury, Yorks, Cattle
Dealer Aug 14 at 11 Off Rec, Bond terrace, Wake-
field

NEUMANN, GUSTAVE WILLIAM LOUIS, Fenchurch st,
Colonial Merchant Aug 19 at 1 33, Carey st, Lincoln's
inn

NEWMAN, THOMAS WILLIAM, Elmsmore, Salop, late Reliev-
ing Officer Sept 11 at 11.15 Priory, Wrexham

PITCHER, AUGUSTUS WALTER, late Parker's row, Bermond-
sey, Draper Aug 20 at 11 33, Carey st, Lincoln's inn

POLLOCK, FITZWILLIAM THOMAS, late of Farnham, Surrey,
retired Colonel Aug 21 at 11 33, Carey st, Lincoln's
inn

RATCLIFFE, JAMES, Hythe, Colchester, Coal Dealer Aug 18
at 12 36, Princes st, Ipswich

RICHARDS, ALEXANDER CARTER, Okehampton, Devon, Hair-
dresser Aug 18 at 12 10, Atheneum terr, Plymouth

ROSENBERG, JULIUS, Distaff lane, Cannon st, Manufacturer's
Agent Aug 25 at 12 33, Carey st, Lincoln's inn

ROSS, ALEXANDER, Kendal, Nurseryman Aug 15 at 12 Off
Rec, 120, Highgate, Exeter

SAUNDERS, ROBERT CHARLES, Lewes, Sussex, Stockbroker
Aug 17 at 12 Off Rec, 4, Pavilion bldg, Brighton

SCHOFIELD, JAMES (Deceased), Hathershaw, Oldham, late
Cotton Spinner Aug 14 at 11 Off Rec, Priory chambers,
Union st, Oldham

SCOTT, MONTAGU JAMES, Regent st, Electrical Engineer
Aug 19 at 12 33, Carey st, Lincoln's inn

SETON, D. E., Cromwell rd Aug 19 at 11 Bankruptcy
bldg, Portugal st, Lincoln's inn

SIDEBOTTOM, HENRY, Manchester, Wholesale Grocer Aug
18 at 3.30 Ogden's chambers, Bridge st, Manchester

SMITH, HENRY, HARRY SMITH, and THOMAS SMITH, Hip-
perholme, nr Halifax, Quarry Owners Aug 19 at 11
Off Rec, Halifax

SPRATT, STEPHEN HENRY, Southsea, Baker Aug 25 at 3.30
Off Rec, Cambridge Junction, High st, Portsmouth

STUDD, ROBERT, Little Bromley, Essex, Farmer Aug 18 at
12.30 36, Princes st, Ipswich

TERRY, ROBERT GILBERT, Portsea, Grocer Aug 25 at 3
Off Rec, Cambridge Junction, High st, Portsmouth

TERRY, TOM, Sandiacre, Derbyshire, Clerk Aug 14 at 3
Off Rec, St. James's chambers, Derby

TURTON, WILLIAM, Nottingham, Commercial Traveller
Aug 18 at 12 Off Rec, St. Peter's Church walk, Not-
tingham

WEEKS, WILLIAM PHYSICK, Torquay, Tailor Aug 14 at
12.30 Queen's Hotel, Torquay

WILLIAMS, JOHN WILKINSON, Llanberis, Carmarvonshire,
Draper Aug 18 at 12 Crypt chambers, Chester

WRIGHT, HARRY, Bradford, Chemist Aug 14 at 11 Off
Rec, 31, Manor row, Bradford

ADJUDICATIONS.

BALDWIN, JOHN HINDLE, Bradford, Fruiterer Bradford
Pet Aug 4 Ord Aug 4

BARTHAM, LIONEL WILLIAM, Featherstone bldg, Holborn,
Licensed Victualler High Court Pet May 11 Ord
Aug 5

BRIDGES, HARMAN, Dover, Saddler Canterbury Pet Aug 4
Ord Aug 4

BROWN, WILLIAM GEORGE, Gloucester, Cashier, Gt Western
Ry Goods Dep Gloucester Pet Aug 1 Ord Aug 1

BULL, CHARLES, The Hawthorns Hotel, Covent Garden,
Gent High Court Pet June 1 Ord Aug 4

BURTON, JOHN, Whistly, Yorks, Farmer Newcastle-on-
Tyne Pet July 6 Ord Aug 1

BUTTERWORTH, JAMES EDWARD, Stockport, Firelight Manu-
facturer Stockport Pet Aug 4 Ord Aug 4

COLE, WILLIAM HENRY, Dawlish, Devon, House Decorator
Exeter Pet Aug 4 Ord Aug 4

COTTAM, JAMES, Risley, Lancs, Farmer Bolton Pet Aug 4
Ord Aug 4

DENNAN, JOHN EUSTACE, Sloane ter, Sloane st, Dentist
High Court Pet May 28 Ord Aug 4

EDWARDS, LEWIS, Black Mill, nr Bridgend, Glam, Miller
Cardiff Pet July 15 Ord July 31

FEAR, EDWARD JOHN COLSTON, Loughborough mansions,
Brixton, Journalist High Court Pet Aug 4 Ord
Aug 5

FREEMAN, THOMAS WILLIAM, Thomas st, Limehouse, Cooper
High Court Pet Aug 4 Ord Aug 4

GAUTHIER, HONORE LUCIEN, and ROBERT JULES GAUTHIER,
Vauxhall bridge rd, Greengrocers High Court Pet
Aug 5 Ord Aug 5

GRAHAM, JOHN, Moorcroft House, Hillingdon, formerly
Market Gardeners' Windsor Pet June 1 Ord Aug 4

HULME, SAMUEL, Manchester, Oil Merchant Manchester
Pet July 30 Ord Aug 1

JENNINGS, EDWARD, Bath, Contractor Bath Pet May
25 Ord Aug 1

JONES, JOHN SMITH, Butry Port, Carmarthenshire, Draper
Carmarthen Pet Aug 1 Ord Aug 1

LEASK, NATHANIEL, Harley rd, South Hampstead, for-
merly Schoolmaster High Court Pet Aug 5 Ord Aug 5

MACKENZIE, ANDREW, Maryport, Cumbria, Builder
Cockermouth and Workington Pet July 20 Ord Aug 4

MARTIN, GEORGE, Manningham, Bradford, Cardmaker's
Agent Bradford Pet Aug 5 Ord Aug 5

MARTERTON, ROBERT KNOX, Golden Cross Hotel, Charing
Cross, of no occupation High Court Pet June 11 Ord
Aug 5

MILLARD, FREDERICK JAMES, Bristol, Wholesale Clothier
Bristol Pet July 17 Ord Aug 5

MYATT, ALFRED JOHN, and JOHN WOODROFFE, Hasley,
Staffs, Auctioneers Hanley Pet July 15 Ord Aug 1

PITCHER, AUGUSTUS WALTER, late Parker's row, Bermond-
sey, Draper High Court Pet July 16 Ord Aug 3

POCKLINGTON, CHARLES, The Mall, Ealing, Stationer Brent-
ford Pet July 31 Ord July 31

ROBERT, GASTON, formerly Cannon st High Court Pet
Feb 28 Ord Aug 4

SAIFE, BARNEED, Leeds, Tailors' Trimming Merchant Leeds
Pet July 30 Ord July 30

SMITH, HENRY, HARRY SMITH, and THOMAS SMITH, Hipper-
holme, nr Halifax, Quarry Owners Halifax Pet Aug
5 Ord Aug 5

SYMMONS, WILLIAM, Durham rd, Seven Sisters rd, Carpenter
High Court Pet Aug 5 Ord Aug 5

TERRY, TOM, Sandiacre, Derbyshire, Clerk Derby Pet
July 31 Ord July 31

WARDLE, GEORGE, jun, Haslemere, Surrey, Builder Guild-
ford and Godalming Pet Aug 4 Ord Aug 4

WATKINS, JAMES VAUGHAN, Newport, Mon, Provision Mer-
chant Newport, Mon Pet July 17 Ord July 31

London Gazette.—Tuesday, Aug. 11.

RECEIVING ORDERS.

AUCKLAND, THOMAS, Northampton, Solicitor's Clerk Nor-
thampton Pet July 22 Ord Aug 8

CARMINGTON, EDWARD, Walsall, Shopkeeper Walsall Pet
Aug 7 Ord Aug 7

CARTER, GEORGE, Mitten with Crook, Yorks, Farmer
Blackburn Pet Aug 6 Ord Aug 6

CLARIDGE, JOHN, Oxford, Butcher Oxford Pet Aug 6
Ord Aug 6

COWDERT, ROBERT, Sturry, Kent, Mushroom Grower Can-
terbury Pet Aug 6 Ord Aug 6

DAVEY, GEORGE, Otley, Yorks, Labourer Leeds Pet Aug
8 Ord Aug 8

EDWARDS, ALFRED, and BRIGHT PICKSTONE, Gloucester
Nantwich and Crewe Pet Aug 5 Ord Aug 5

GAYLOR, HENRY SAMUEL, Darlington, Corn Dealer
Stockton on Tees and Middlesbrough Pet Aug 5 Ord
Aug 5

GINGOLD, VICTOR, Randolph cres, Maida Vale, Journalist
High Court Pet June 2 Ord Aug 8

GRIFFITHS, GEORGE HENRY, Stourport, Worcs, Butcher
Kidderminster Pet July 30 Ord July 30

HALLITT, WILLIAM GEORGE, Donhead St Mary, Wilts,
Journsman Plumber Salisbury Pet Aug 6 Ord
Aug 6

HUTCHINSON, JOHN WILLIAM, Halifax, Mantle Dealer Hal-
ifax Pet Aug 7 Ord Aug 7

JONES, DANIEL, Florence st, Islington, Draper High Court
Pet Aug 5 Ord Aug 5

LAWLEY, GEORGE, Bally Oak, King's Norton, Worcs, Grocer
Birmingham Pet Aug 6 Ord Aug 6

LYLE, JAMES, Bradford, Provision Commission Agent
Bradford Pet Aug 6 Ord Aug 6

MARIENSTRAUS, DORA, Commercial rd, Cheesmonger High
Court Pet July 21 Ord Aug 8

MARSH, STUART EATON, late Portugal st, Solicitor High
Court Pet July 16 Ord Aug 8

MCALESTER, ALEXANDER, West India Dock rd, Ship
Chandler High Court Pet Aug 6 Ord Aug 6

MILLS, WILLIAM JAMES, Peckham rye, Butcher High
Court Pet Aug 7 Ord Aug 7

MORRIS, ALBERT, Wollaston, Oldswinford, Worcs, Grocer
Stourbridge Pet Aug 4 Ord Aug 4

PESER, RICHARD, Wellington, Somerset, Yeoman Taunton
Pet Aug 7 Ord Aug 7

POLLARD, GEORGE, Bristol, Carpenter Bristol Pet Aug 7
Ord Aug 7

PROCTOR, JOSEPH, Birmingham, Butcher Birmingham Pet
Aug 6 Ord Aug 6

PROSSER, ROBERT SIMON MAX, Cardiff, Clerk Cardiff Pet
Aug 5 Ord Aug 5

RABALL, JOHN, Great Grimby, Smack Owner Great
Grimby Pet Aug 5 Ord Aug 5

REYNOLDS, JAMES ALFRED, Birmingham, Manufacturer of
Drawing Materials Birmingham Pet July 8 Ord
Aug 7

SMITH, WILLIAM HENRY, Sudbury, Suffolk, Harness Maker
Colchester Pet Aug 7 Ord Aug 7

STEVENSON, SARAH EMILY, Belgrave, Leics, Widow Lei-
cester Pet Aug 5 Ord Aug 5

STUART, ALEXANDER, Richmond, Surrey, retired Merchant
Wandsworth Pet Aug 6 Ord Aug 6

THOMPSON, LILLIAN GLADYS, Sydney st, Chelsea, Spinster
High Court Pet Aug 6 Ord Aug 6

WATSON, HENRY EDWARD, Birmingham, Fancy Draper
Birmingham Pet Aug 6 Ord Aug 6

WILSON, JOHN EDWARD, Elgin cres, Notting Hill, Chemist
High Court Pet Aug 6 Ord Aug 6

WYNER, MAX, & Co, Fenchurch st, Merchants High Court
Pet June 18 Ord Aug 6

The following amended notice is substituted for that
published in the London Gazette of Aug. 7.

DALE, ROBERT, Lozells, Birmingham, Hatter Birmingham
Ord July 30

FIRST MEETINGS.

ALEXANDER, JOHN LAWRENCE, Butry st, St James's, late 3rd
Dragon Guards Aug 25 at 11 33, Carey st, Lincoln's
inn

ALMOND, WILLIAM JOHN, Chesapeake Aug 21 at 12 33,
Carey st, Lincoln's inn

BALDWIN, MATTHEW, Burnley, Rope Maker Aug 20 at 1.30 Exchange Hotel, Nicholas st, Burnley.
BROCK, HOBSON, Gainsborough, Grocer Aug 18 at 12 Off Rec, 31, Silver st, Lincoln.
BROWN, WILLIAM GEORGE, Gloucester, Cashier Gt Western Ry Goods Dept Aug 20 at 11 Off Rec, 15, King st, Gloucester.
BUTTERWORTH, JAMES EDWARD, Stockport, Firelight Manufacturer Aug 18 at 11.30 Off Rec, County Chambers, Market pl, Stockport.
CLARIDGE, JOHN, Oxford, Butcher Aug 22 at 3 1, 54 Aldate's, Oxford.
COLER, THOMAS, Stewkley, Bucks, Coach Builder Aug 18 at 11 Off Rec, 1a, St Paul's sq, Bedford.
COOKE, GEORGE A., St Benet pl, Gracechurch st, Financial Agent Aug 20 at 12 33, Carey st, Lincoln's inn.
DAVEY, GEORGE, Otley, Yorks, Labourer Aug 20 at 12 Off Rec, 22, Park row, Leeds.
FAGO, GEORGE, Old Change, Mantle Manufacturer Aug 26 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
GRISEL, JOHN GEORGE, Grove rd, Holloway, Flour Factor Aug 21 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
HALLITT, WILLIAM GEORGE, Donhead St Mary, Wilts, Journeyman Plumber Aug 20 at 12.30 Off Rec, Salisbury.
HAWTREY, WILLIAM FRANCIS, Comedy Theatre, Panton st, Haymarket, Actor Aug 20 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
HUBBING, GEORGE JOHN, Bath, Boot Salesman Aug 19 at 12.30 Off Rec, Bank chbrs, Corn st, Bristol.
HUTCHINSON, JOHN WILLIAM, Halifax, Mantle Dealer Aug 19 at 11.30 Off Rec, Halifax.
JONES, JOHN SMITH, Bury Port, Carmarthenshire, Draper Aug 19 at 11.30 Off Rec, 11, Quay st, Carmarthen.
KEABLE, JAMES, Denton, nr Harleston, Norfolk, Miller Aug 18 at 3 36, Princes st, Ipswich.
KENNEDY, THOMAS, Plymouth, Builder Aug 18 at 12.30 10, Atheneum terr, Plymouth.
LEASK, NATHANIEL, Harley rd, South Hampstead, formerly Schoolmaster Aug 21 at 1 33, Carey st, Lincoln's inn.
LOYD, LOUIS, Birmingham, Perambulator Maker Aug 19 at 11 25, Colmore row, Birmingham.
LYLE, JAMES, Bradford, Provision Commission Agent Aug 20 at 11 Off Rec, 31, Manor row, Bradford.
MACKENZIE, ANDREW, Maryport, Cumbld, Builder Aug 18 at 12.15 Golden Lion Hotel, Maryport.
MARTIN, GEORGE, Manningham, Bradford, Cardmaker's Agent Aug 19 at 11.30 Off Rec, 31, Manor row, Bradford.
MCALISTER, ALEXANDER, West India Dock rd, Ship Chandler Aug 26 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn.
MILLS, WILLIAM JAMES, Peckham rye, Butcher Aug 25 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn.
MOSENFELT, FREDERICK, Maddox st, Regent st, Capt in Yorkshire Regt Aug 21 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn.
PALMER, GERALD, King William st, Secretary to a Public Company Aug 25 at 11 33, Carey st, Lincoln's inn.
ROSE, JOHN EDWIN, Ingham, Lincs, Butcher Aug 18 at 12.30 Off Rec, 31, Silver st, Lincoln.
ROWLAND, SAMUEL, Pontyfridd, Glam, Inspector of Nuisances Aug 18 at 3 Off Rec, 65, High st, Merthyr Tydfil.
RUSSELL, JOHN, Whitehaven, Iron Merchant Aug 19 at 4 67, Duke st, Whitehaven.
STEVENSON, SARAH EMILY, Belgrave, Leics, Widow Aug 20 at 12 Off Rec, 34, Frier lane, Leicester.
SAIP, BARBERD, Leeds, Tailors' Trimming Merchant Aug 20 at 11 Off Rec, 22, Park row, Leeds.
SALISBURY, ROBERT BELL, and MORRIS REID, High st, Poplar, Bakers Aug 26 at 1 33, Carey st, Lincoln's inn.
SARGENT, HARRY JONES, Gloucester rd, Regent's pk, Theatrical Manager Aug 25 at 1 33, Carey st, Lincoln's inn.
SERRAVALLO, JOHN, Hereford, Boot Dealer Aug 14 at 10 2, Off st, Hereford.
SHINE, JOHN LAUD, Opera Comique Theatre, Strand, Comedian Aug 27 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
SMITH, EDWIN, Wolverhampton, Fishmonger Sept 1 at 10.30 Off Rec, Wolverhampton.
SPUSHALL, EDWARD DAVID, and WALTER SPUSHALL, Nottingham, Wine Merchants Aug 18 at 3 Off Rec, St Peter's Church walk, Nottingham.
TAYLOR, THOMAS, Battersea pk rd, Surrey, Ironmonger Aug 19 at 11.30 24, Railway approach, London Bridge.
USGAR, JULIUS, Commercial st, Whitechapel, Lamp Manufacturer Aug 26 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields.
WHITTAKER, WILLIAM, Blackpool, Pork Butcher Aug 23 at 5 Off Rec, 14, Chapel st, Preston.
WICKENDEY, WILLIAM HENRY, Wells, Somerset, Confectioner Aug 19 at 12 Off Rec, Bank chbrs, Bristol.
WOOLFE, ARCHELAUS DAY, Birmingham, Glass Dealer Aug 20 at 11 25, Colmore row, Birmingham.
WRIGHT, SAMUEL, Lincoln, Grocer Aug 18 at 12.15 Off Rec, 31, Silver st, Lincoln.

ADJUDICATIONS.

ALBUT, ALFRED HERBERT, Birmingham, Provision Dealer Birmingham Pet July 22 Ord Aug 7.
ALEXANDER, JOHN LAWRENCE, Bury st, St. James's, late 3rd Dragoon Guards High Court Pet Apr 26 Ord Aug 8.
ANDERSON, EDGAR, Downell rd, Wansted Slip, Member of the Wansted School Board High Court Pet July 13 Ord Aug 8.
BEDFORD, GEORGE, Cardiff, Commission Agent Cardiff Pet Aug 4 Ord Aug 4.
CARTER, GEORGE, Milton-with-Crook, Farmer Blackburn Pet Aug 6 Ord Aug 6.
CLARIDGE, JOHN, Oxford, Butcher Oxford Pet Aug 6 Ord Aug 6.
COX, CHARLOTTE, Frome, Somerset, Farmer Frome Pet July 18 Ord Aug 6.

COWDERY, ROBERT, Sturry, Kent, Mushroom Grower Canterbury Pet Aug 6 Ord Aug 6.
DALE, ROBERT, Losells, Birmingham, Hatter Birmingham Ord Aug 7 Order made under sec. 108 (5), Bankruptcy Act, 1883.
DAVEY, GEORGE, Otley, Yorks, Labourer Leeds Pet Aug 8 Ord Aug 8.
DEAN, ARTHUR, Headstones Manor Farm, Wealdstone, Farmer St Albans Pet July 10 Ord Aug 6.
GAYLOR, HENRY SAMUEL, Darlington, Corn Dealer Stockton on Tees and Middlesbrough Pet Aug 5 Ord Aug 5.
GRANT, ELEANOR CHARLOTTE, late of Bexhill, Sussex, Widow High Court Pet June 24 Ord Aug 8.
GRIFFITHS, GEORGE HENRY, Stourport, Worcs, Butcher Kidderminster Pet July 30 Ord July 30.
GROVES, JOHN, South Bowood, Dorset, retired Major Dorchester Pet June 26 Ord Aug 7.
HALLETT, WILLIAM GEORGE, Donhead St Mary, Wilts, Journeyman Plumber Salisbury Pet Aug 6 Ord Aug 6.
JACKSON, HARRY ROBERT, BUCHANAN, Moss Side, Manchester Beerhouse Keeper Manchester Pet April 21 Ord Aug 7.
JACOBS, SIMON, Swansea, Shipowner Swansea Pet July 7 Ord Aug 6.
KENNEDY, THOMAS, Plymouth, Builder East Stonehouse Pet Aug 4 Ord Aug 7.
LAGER, JOSEPH, Coalville, Leics, Butcher Burton on Trent Pet July 10 Ord Aug 5.
LAWLEY, GEORGE, Bely Oak, King's Norton, Worcs, Grocer Birmingham Pet Aug 6 Ord Aug 6.
MERRIAM, WILLIAM, Wells, Somerset, Tailor Wells Pet July 15 Ord Aug 6.
MONCK, CHARLES IVIMY, Southampton, Victualler Southampton Pet July 30 Ord Aug 6.
MORRIS, ALBERT, Wollaston, Oldswinford, Worcs, Grocer Stourbridge Pet Aug 4 Ord Aug 4.
POLLARD, GEORGE, Bristol, Carpenter Bristol Pet Aug 7 Ord Aug 7.
PROSSER, ROBERT SIMON, Max, Cardiff, Clerk Cardiff Pet Aug 5 Ord Aug 5.
RANDALL, JOHN, Gt Grimsby, Smackowner Gt Grimsby Pet Aug 5 Ord Aug 5.
ROSE, SIDNEY ARTHUR, Paragon rd, Hackney, Cap Manufacturer High Court Pet July 15 Ord Aug 8.
ROTHWELL, HIRAM, Halifax, Cabinet Maker Halifax Pet July 22 Ord Aug 5.
SAUNDERS, ROBERT CHARLES, Lewes, Sussex, Stockbroker Lewes Pet July 8 Ord Aug 6.
SCOTT, MONTAGU JAMES, Regent st, Electrical Engineer High Court Pet July 30 Ord Aug 6.
SMITH, WILLIAM HENRY, Sudbury, Suffolk, Harness Maker Colchester Pet Aug 6 Ord Aug 7.
STEVENSON, SARAH EMILY, Belgrave, Leics, Widow Leicester Pet July 31 Ord Aug 6.
STUART, ALEXANDER, Richmond, Surrey, retired Merchant Wandsworth Pet Aug 4 Ord Aug 6.
SWETTING, EDWARD, Gt James st, Bedford row, Solicitor High Court Pet May 12 Ord Aug 6.
TAYLOR, THOMAS, Battersea pk rd, Surrey, Ironmonger Wandsworth Pet July 16 Ord Aug 6.
TURTON, WILLIAM, Nottingham, Commercial Traveller Nottingham Pet July 15 Ord Aug 5.
WATSON, HENRY EDWARD, Birmingham, Fancy Draper Birmingham Pet Aug 7 Ord Aug 7.
WHITTLE, ABEL WILLIAM, Pomeroy st, New Cross, Brewer High Court Pet Mar 24 Ord Aug 6.
WINDSOR, WILLIAM TESSIMOND, Chorlton on Medlock, Manchester, Grey Cloth Salesman Manchester Pet Mar 26 Ord Aug 7.

ADJUDICATION ANNULLLED.

TAYLOR, GEORGE, Marlee ter, Stockwell High Court Adjud July 13, 1887 Annual July 30.

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